

Canton, Ohio

CANTON CITY ENGINEERING DEPARTMENT

Construction Contract and Specifications

===== FOR =====

West Side Interceptor Rehabilitation

GENERAL PROJECT NO. 1138

C O N T E N T S

	Page
Legal Notice	4
Notice to Contractors	6
Instructions to Bidders	9
General Specifications	12
Detail Specifications	28
ITEM 50 CURED-IN-PLACE PIPE (CIPP)	28
ITEM 51 BYPASS PUMPING	46
ITEM 52 SEWER CLEANING	52
ITEM 53 SEWER VIDEO RECORDING AND INSPECTION	55
ITEM 54 MANHOLE REHABILITATION	60
Supplemental Specifications	66
Special Provisions	68
Federal Government Participation	68
Equal Employment Opportunity	69
Lowest and Best Bid Questionnaire	75
Supplementary General Conditions	80
Project Labor Agreement Ordinance	81
Local Bidder Preference Ordinance	88
Additional Requirements and/or Conditions	92
Notice of Withdrawal	93
Bidder Information	94
Listing of Subcontractors	98
Certification of Unresolved Findings	99
Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization	100
Index	106-110
Appendices	
A. Prevailing Wages	A
B. Minority Contract Provisions	B
C. Bidder and Contractor Employment Practices Report	C
D. Project Utility Note	D
E. Cost Proposal	E
F. Project Sign	F

LEGAL NOTICE

Sealed bids will be received by the Director of Public Service of the City of Canton, Ohio/Contract Office, 218 Cleveland Ave. S.W., 6th Floor, City Hall Building, Canton, OH 44702 until 2:00 p.m. February 28, 2012 for GP 1138, West Side Interceptor Rehabilitation, as per plans and specifications on file in the Engineering Department at 2436 30th St. N.E.

Please be advised that the City will conduct Bid Opening in the conference room located on the sixth floor of the City Hall building. The City will disqualify any bid that not submitted on or before 2:00 p.m. on the day of the Bid Opening. The city will open and publicly read Bids received immediately after the expiration of the time for filing such bids.

Project Labor Agreement (PLA) **will not** be required for this project.

The estimated construction cost for this project is \$3,069,803.00. Each bidder must submit evidence of its experience on projects of similar size and complexity.

Bidders must use proposal blanks provided in the bid package when submitting bids. No other submittals are acceptable.

Each bid must contain the name of every person, or company, interested in the same. Accompany by a certified check, cashier's check, or surety bond, in accordance with Section 153.54 of the Ohio Revised Code. The payment must be drawn on a solvent bank or bonding company licensed in the State of Ohio to provide said surety and satisfactory to the Director of Public Service as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured.

Said certified check or cashier's check shall be for ten percent (10%) of the total amount bid. Where a bid bond is used, it shall be in an amount of one hundred percent (100%) of the total amount of the bid.

The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder(s) submit a copy (including faxed copies) of his/her security, the City will disqualify the bid. Canton will return all rejected bid Bonds, Certified Checks or Cashier's Checks, after the proper execution and securing of the contract.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

The Party awarded contract should be prepared to furnish surety bond for faithful performance. All bids must be firm bids. Bids shall not contain an escalator clause.

Responsive bidders must obtain plans, specifications, and proposal blanks. Bidders may obtain plans, specifications, and proposal blanks at the office of the Engineering Department at 2436 30th St. N.E., upon the payment of the sum of \$45.00. Refunds will not be given for plans returned.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project.

Bidders must comply with prevailing wage rates on Heavy and Highway construction projects for the State of Ohio as included in the contract documents.

The Board of Control reserves the right to reject any and all bids. The Board of Control will accept the bid(s) deemed most beneficial to the City of Canton.

It is now the City's policy that for IRS purposes, all companies must submit their Federal I.D. number.

This contract is by order of Warren Price, Canton City Service Director.

Advertisement as published in the Repository: February 13 and February 20, 2012.

NOTICE TO CONTRACTORS

SECTION 181.03 - IMPOSITION OF TAX

(b) (1) No contract on behalf of the City for works or improvements of the City shall be binding and valid unless such contract contains the following provisions:

Said contractor hereby further agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such City Income Taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City Income Tax whether a resident or non-resident of the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

SECTION 5719.042 - DELINQUENT PERSONAL PROPERTY TAXES STATEMENT REQUIRED

The successful bidder shall be required to furnish the following upon execution of the contract: A statement affirmed under oath pursuant to Section 5719.049 of the Ohio Revised Code that the successful bidder was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of Stark County or, that the successful bidder was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the successful bidder was charged with any such taxes, a copy of the statement shall be transmitted by the City Auditor to the County Treasurer within thirty (30) days of the date it is submitted. NOTE: A copy of the statement shall also be incorporated in the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

CERTIFICATE OF WORKMEN'S COMPENSATION AND CERTIFICATE OF LIABILITY INSURANCE

You are hereby required and directed to turn over to the City of Canton copies of the Certificate of Workmen's Compensation and Certificate of Liability Insurance carried by you. The bidder must furnish information to the City of Canton Engineering Department, 2436 30th St. NE, Canton OH 44705, and prior to starting work on any contract.

Example of certificate form follows.

THIS FORM MUST BE COMPLETED WHETHER YOUR COMPANY IS LOCATED INSIDE THE CITY OF CANTON OR NOT

AFFIDAVIT OF PERSONAL PROPERTY TAX STATUS

CERTIFICATES OF INSURANCE AND WORKMEN'S COMPENSATION
FOR CITY OF CANTON-PROJECTS OVER \$100,000.00
(to be submitted in triplicate)

HAZARD INSURANCE

The Contractor shall take out and maintain during the life of this and subsequent contracts with the City of Canton, Insurance Coverage with a company satisfactory to the Director of Public Service, which will protect the Contractor and Sub-contractor, as well as the City, from all claims arising from contractual obligations with the City. **The Contractor must include the City of Canton, Ohio and the Ohio Department of Transportation as additional insured for purposes of coverage under the subject policy** The limits of such policy (or policies) shall not be less than the following:

WORKMEN'S COMPENSATION AND EMPLOYERS LIABILITY

As provided for in Ohio Law: Period Covered _____

COMPREHENSIVE LIABILITY:

	<u>AMOUNTS</u>		<u>PERIOD COVERED</u>	
	<u>BODILY INJURY</u>	<u>PROPERTY DAMAGE</u>	<u>FROM</u>	<u>TO</u>
A. Automobile:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
B. Comprehensive General, including completed operations, products & contractual:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____
C. Independent Contractors, Owners, & Contractors				
Protective Public Liability & Property Damage Liability Insurance:				
Each Person	\$500,000.00	\$100,000.00	_____	_____
Each Occurrence	\$1,000,000.00	\$100,000.00	_____	_____

NAME AND ADDRESS OF INSURANCE COMPANY

(Agency May Use Standard Certificate Forms Provided By The Insuring Companies)

PLEASE NOTE! "Do not use this form as Certificate. It is a guideline only."

INSTRUCTIONS TO BIDDERS

(1) The City advises bidders to examine, before submitting their bids, the location of the proposed work, as well as the specifications and form of contract. There may be changes in the specifications from those heretofore used; it is hereby understood that a bidder has read and fully understands each and every clause embodied in this contract. No information derived from the Engineer's office will in any way relieve the Contractor from any risks or from fulfilling all of the terms of this contract.

(2) Bidders shall obtain copies of the specifications, blank proposal and the estimated quantities of the amount of work to be done at the Canton City Engineer's Office.

(3) Proposal must be made out upon the blank forms furnished as stated in Appendix E, sealed, and addressed to the Service Director of the City of Canton, Contract Office – 6th Floor, 218 Cleveland Avenue S.W., P.O. Box 24218, Canton, Ohio 44701-4218, Attn: Kim Harper and endorsed thereon "Proposal for the GP 1138, West Side Interceptor Rehabilitation", and must be deposited with all papers bound thereto.

(4) Deleted.

(5) A proper and complete bid must be made for every item in the proposed contract, as shown by the Engineer's estimate, except where alternate bids are called on several items, but he must bid upon sufficient number of items to make a proper and complete bid on all the work. Any bid which is not a proper and complete bid or which contains bids on items not specified will be considered informal.

(6) Any bidder may withdraw the bid(s), by written request, at any time prior to the hour set for the bid opening. If there is no withdrawal of the bid(s), in accordance with the above procedure, the City reserves the right to enforce said bid price(s) and/or contract. Please note that by submitting your bid(s) to the City of Canton, the City assumes that said bid(s) has been reviewed by an authorized representative of your company to assure that the bid(s) is/are correct and/or accurate.

(7) No contract will be awarded to any bidder who is in arrears to the City of Canton upon debt or contract, or who is a defaulter as surety or otherwise upon any obligation to said City.

(8) Failure to have performed satisfactorily any contract previously awarded to the bidder by the City will be sufficient reason for rejection of his bid.

(9) Bidders are required to state in their proposals their names and places of residence, and the names and places of residence of all persons interested with them, and if no other person be so interested they shall distinctly state the fact.

(10) Deleted.

(11) In case of partnership the firm name and the name of each individual partner must be written; in the case of corporations, the corporation name must be signed by some one of its officers duly

authorized to do so.

(12) Each bid must be accompanied by a surety bond satisfactory to the Service Director, or a certified check in the amount stated in the advertisement, made payable to the Service Director, City of Canton, Ohio as a guarantee that if the bid be accepted, a contract will be entered into and its performance properly secured.

(13) The successful bidder, to whom the contract may be awarded, shall be required to execute the contract, and furnish a bond satisfactory to the Service Director, within ten (10) days from the date of service of notice to that effect. In case of failure to do so, he will be considered as having abandoned it, and the deposit accompanying the proposal shall thereupon be forfeited to the City of Canton, and the work may be re-advertised or awarded to the next higher bidder, as the Service Director may determine. Such bond shall be of an approved guaranty company, satisfactory to the Service Director in the sum of the total price bid for the completed work.

(14) All proposals shall be publicly opened and read immediately after the time stated in the advertisement.

(15) The proposals will be compared on the basis of the Engineer's estimate of quantity of work to be done, and materials to be furnished. They are approximate only, and the City expressly reserves the right to increase or decrease them or to omit any item, during the construction of the improvement, that the Service Director may deem advisable.

(16) The bidder must submit, at the time specified, the various samples, statements, affidavits, plans, etc., required hereunder.

(17) Additional information is included in the copy of Legal Notice, Page 1.

(18) Instructions must be adhered to; failure strictly to observe them shall constitute a sufficient cause for the rejection of a bid.

(19) The Service Director reserves the right to reject any or all bids.

GENERAL SPECIFICATIONS

(The headings of the various sections are intended for convenience in reference and not to be considered a part of the specifications.)

(21) **Definitions:** The term "City" wherever used in these specifications shall mean the City of Canton, acting through its Service Director, or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term "Director" wherever used shall mean the Service Director of the City of Canton, duly appointed and holding office at the same time the contract was executed or during the fulfillment thereof.

The term "Engineer" whenever used, shall mean the City Engineer of said City or his properly authorized agents to the extent of the powers invested in them.

The term "Contractor" wherever used, shall mean the party of the second part entering into contract with the City for the performance of the work herein specified, or his properly authorized agents.

In all cases when the term "days" as used in these specifications shall be held to mean calendar days, unless otherwise noted.

The term "Work" wherever used, shall mean the furnishing of all labor, tools, machinery and the furnishing of all materials, except as herein otherwise specified, necessary to performing and completing of all the work herein specified. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the workmen, the public and to property.

Wherever, in the specifications, or upon the drawings and plans, the words directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the City is understood, and similarly, the words approved, acceptable, satisfactory to, refer to the City unless otherwise expressly so stated.

(22) **Decisions:** All the work under this contract shall be done to the satisfaction of the City, which in all cases shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this contract on the part of the Contractor, and the City's determination and decision thereon shall be final and conclusive: and the City's determination and decision in case of any question that may arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

(23) Orders to the Contractor and Failure to Execute: The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. Such address may be changed at any time by a written notice from the Contractor and delivered to the City.

The Contractor must have on the work at all times, a foreman, superintendent or other competent representative, to whom orders and instructions may be given. Such orders and instructions shall have the same force and effect as if given directly to the Contractor.

Whenever instructions or orders which in the opinion of the Engineer require prompt or immediate attention, are neglected or ignored by the Contractor or his Superintendent, the Engineer shall have the power to place necessary men, machinery and materials on the work and charge the entire cost, including overhead expenses, to the Contractor, who shall either pay the entire cost and expenses into the City Treasury, or the amount thereof shall be deducted from money due the Contractor under the contract.

(24) Subletting or assigning contract: The Contractor shall give his personal attention to the faithful prosecution of the work, shall retain the same under his personal control and shall not assign by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the City, and shall not, either legally or equitably assign any of the money payable under this agreement, or his claim hereto except by and with the consent of the City.

Assigning or subletting of the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen or surety hereunder from the contract obligations.

(25) Subsidiary Contracts: The Engineer may, when in his opinion, it becomes necessary, make alterations or modifications of the plans and specifications, or order additional materials and work, subject to the approval of the Director; and the Contractor shall be obliged to accept such alterations, modifications and additional work and materials not included in this contract. The price to be paid for the work under such altered or modified contract shall be agreed upon in writing, in a subsidiary contract for such portion of, or additional improvement and signed by the Director and Contractor, before such work is done; such additional work, alteration or modification shall be considered and treated as though originally contracted for and shall be subject to all the terms, conditions and provisions of the original contract, except that a material increase in the amount of work will be considered as a proper claim by the Contractor for an extension of the contract time for completion, by an amount to be determined by the City.

And it is expressly agreed and understood that such alterations, additions or modifications or omissions shall not, in any way, violate, or annul the original contract and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of such alterations, additions, modifications or omissions.

(26) Inspection: No material of any kind shall be used in the work until it has been inspected and accepted by the City. The Contractor must furnish all labor necessary in handling such material for

inspection. All materials rejected must be immediately removed from the vicinity of the work. Materials or workmanship found at any time to be defective shall be immediately remedied by the Contractor, regardless of previous inspection.

The Engineer, his assistants, inspectors and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

The Engineer, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

No work shall be done except in the presence of the Engineer, his assistants, agents or inspectors. It shall be the duty of such agents or inspectors to see that all materials used and all work done shall be strictly in accordance with these specifications, but such agents and inspectors shall have no authority whatsoever to order any change in materials, manner of doing the work or quantity of work done.

The field inspection of the work, testing of materials, giving lines and grades, preparation of general and detail drawings, except as otherwise specified, will be done by the Engineer. The inspection and supervision by the Engineer is intended to aid the Contractor in supplying all materials and in doing all work in accordance with the drawings and specifications, but such inspection shall not operate to release him from any of his contract obligations.

(27) Time for doing work: The City is instructing the Contractor to base the project schedule upon a workweek starting on Monday at 8:00 am and concluding on Friday at 4:30 pm of each week, except to save life or property or in case of emergencies as authorized or directed by the City. The Engineer shall review alternative scheduling such as a four-day workweek and continuous operations prior to acceptance. The Engineer will base his acceptance upon necessity to facilitate operations. Contractor must make special provisions if contractor's operations start before 7:00 am, conclude after 4:00 pm each day, or anytime on Saturdays or Sundays, City Holidays and require city inspector presence. Contractor will be required to pay for inspection fees for overtime including inspector's base rate times 1.5 plus any applicable benefits. The Engineer shall determine method of payment when the need arises. (See also Section 60).

(28) Working Season: Work done under these specifications, such as grading of streets and placing foundation for paving, curb setting, brick or other roadway paving, sidewalk laying, shall cease from the first day of December until the first day of April of the following year, unless otherwise directed by the Engineer.

(29) Lines and grades: All work done under this contract shall be done in accordance with the lines, grades and instructions as given by the City and as directed in the plans.

(30) Order of procedure of work: The Contractor shall proceed with the work at such points as

the Engineer may direct, and not more than two adjoining blocks or squares in length, shall be torn up at the same time, unless otherwise directed by the Engineer; nor shall any block be closed to traffic, except where the Contractor is actually working.

Whenever, in the opinion of the City, it is necessary that certain portions of the work be done immediately, the Contractor upon written order from the Engineer, shall proceed with such work without delay. Should he fail to so proceed, the City may do, or cause to be done, such work, and the cost of the same will be deducted from any money due, or to become due the Contractor under this contract.

(31) **Incompetent workmen:** Any employee of or persons connected with the Contractor who shall use profane or abusive language to the inspector, or other employees of the City, or otherwise interfere with them in the performance of their duties, or who shall disobey or evade the instructions of such employees of the City, or who is careless or incompetent, or who is objectionable to the City authorities, shall be discharged at the request of the Engineer, and shall not again be employed, except with his consent. Skilled labor only shall be used in the cases where the same is required.

(32) **Suspending the work:** The City, on account of public necessity, adverse weather conditions, or for other reasons, may order any portion or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such suspension of work, the time allowed for the completion of the work shall be extended in an amount equal to that lost by the Contractor, but the Contractor shall be entitled to no additional claim for damages therefor.

(33) **Forfeiture of contract:** Should the work to be done under this contract be abandoned by the Contractor, or if this contract or any part thereof be assigned or the work sublet by him without the previous written consent of the City or if at any time any official of the City or employee thereof become directly or indirectly interested in this contract or in furnishing the supplies or performing the work hereunder, or in any portion thereof; or if at any time the City may be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the work be not fully completed within the time named in the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part hereof as may be designated, and the City may thereupon, according to law, enter upon and take possession of the work or part thereof, complete, or cause the same to be completed, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion, the City itself or for its Contractors, may take possession of and use or cause to be used any materials, machinery, or tools of every description provided by the Contractor for the purpose of this work, and may procure or cause to be procured other materials, machinery, or tools required for the completion of the work.

All cost and expenses, including those of re-letting, (and damages resulting from the non-completion of the work within the specified time) incurred under these clauses, or by virtue of this contract, shall be deducted and paid by the City out of any monies then due or to become due the Contractor under and by virtue of this contract or any part thereof. In case such cost and expenses shall exceed the amount which would have been payable under this contract if the same had been

completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the City; and should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified, but shall not be entitled to damages for not being allowed to complete the work himself.

In case of abandonment of the work by the contractor, or its termination by the City, the Director of Public Service shall at once cause the work already done under this contract to be measured. Five percent (5%) of the value of the amount thus shown will be set aside as a retainer under the provisions hereof. In such case no money, due or payable to the Contractor under this contract after the annulling of the same, shall be paid until the work is completed, accepted, and all claims and suits by reason of said work have been finally settled. The retained five percent (5%) shall be held for the full guaranty period, as specified herein and used as provided in other provisions hereof, for keeping in repair so much of the work as was done or completed under this contract.

(34) Storing materials delivered on work: All materials required in the work may be placed on the sides of the roadway, or parking area, or upon a portion of the sidewalk along the sides of the roadway to be improved and upon adjoining portions of intersecting streets, as directed by the Engineer; but all such materials shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the general public. All fire hydrants must at all times be kept free and unobstructed; water and gas shut off boxes must be left uncovered by such materials; and passageways must be left for store entrances, private driveways and street intersections.

No materials, tools or machinery shall be piled or placed against shade trees unless they be amply protected against injury therefrom, and all shade trees and other improvements must be protected from injury caused by the storing of materials or otherwise during the prosecution of the work.

All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time, and danger signals by day, to warn the traffic of such obstructions.

(35) Storage of materials, tools and machinery during suspension of work: Upon the suspension, stoppage, or abandonment of the work, or any part thereof, all materials shall be neatly and compactly piled, and all tools and machinery so located as not to impede public traffic on roadways, sidewalks and crosswalks unnecessarily. All such stored materials, tools and machinery shall be provided with danger signals by day and red lights by night.

(36) Ownership of old materials: All old curbing, stone walk, paving brick, brick crosswalks, gutter paving bricks, gutter plates and culverts, sewer pipe, iron pipe and castings, are the property of the City and all such materials as are not ordered replaced, shall be removed by and at the expense of the Contractor, to such places as the Engineer may direct. If the Engineer chooses to not accept such materials, the Contractor must dispose of them at no cost to the City.

(37) Plans, profiles, and specifications: The plans, profiles and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or

misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in the plans, profiles and specifications may be made when such corrections are necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the plans, drawings, and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but shall take effect at the date of notification to the Contractor of such correction.

The City will furnish the Contractor with up to three (3) sets of additional copies of the plans (full size or half size, if available) as may be required, for the construction of the work herein specified.

(38) Private rights of way: Whenever it is required as a part of this contract to perform work within the limits of private property or private right of way, such work shall be done in conformity with the agreements between the City and such owners, and whether or not such a condition be a part of this agreement, care shall be taken to avoid injury to the premises entered, which premises must be left in a neat and orderly condition by the removal of rubbish and surplus materials and restoring vegetation to meet or exceed pre-contract condition.

(39) Injunctions: If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time allowed for the completion of the part or parts of the work obstructed, for the length of time obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor for any such delay.

(40) Attested accounts: In case any person who has performed labor or has furnished materials, tools, or machinery for the work herein specified, he may file sworn itemized statement of the amount of value therein, as required by law, and if such claims be not disputed by the Contractor, or if the same are disputed, after the amount and validity have been determined by law, the City may pay the amount of such claims out of any money due the Contractor under this contract.

(41) Claims for extra materials and work: All claims for furnishing extra materials, or for doing extra work, for which the Contractor may consider himself entitled to receive extra compensation, must be presented to the Director of Public Service in writing, at the time the cause for such claim arises. Such statement must contain an itemized account of such materials and labor required, and unless such claim is so presented, it is expressly agreed, by the parties to this contract, that the Contractor has waived such claim, and that he shall not be entitled, subsequently to claim, or receive any pay for the same. No claim for extra labor and material shall be allowed, unless the necessity therefor has first been determined by the Director and the price to be paid therefor has been agreed upon, in writing, before such additional materials have been used, and such additional labor performed.

(42) Claims for damage for omission or delays: If any change or alteration involves the omission of any materials or work called for in the original plans and specifications, any claim for loss of profits, or any other cause growing out of any such omissions is hereby expressly waived by the Contractor.

No claims for prospective profits will be allowed, by reason of the inability of the City to proceed with all, or any part of the work provided for in this contract; nor for damages by reason of any delay on the part of the City, but any such delay shall entitle the Contractor to a corresponding extension of time for the completion of the work.

(43) Damages to property: All damages to lawns, fences, trees, buildings, sidewalks, water, sewer or gas pipes, or other public or private property along or near the line of work, or the vicinity thereof, if the same are occasioned through neglect or failure on the part of the Contractor, or that of any person in his employ, to take all necessary precautions to prevent the same, must be replaced or made good by him, to the satisfaction of the owners of same and at his cost and expense whenever the Engineer may so direct.

(44) Liability of contractor for injuries, patents, etc.: It is expressly understood and is hereby agreed that the whole of the work to be done is at the Contractor's risk and that he assumes by bidding under these specifications, the full responsibility and risk of all damages to the work itself, the property along the line of the work, injury to persons or animals which may be occasioned by floods, stoppage of water in sewers or gutters, caving in of surface of grounds or trenches, neglect in properly protecting work by barricades, etc., or any manner whatsoever. He shall bear all losses resulting to him on account of character of the work, or because the nature of the ground in or on which the work is done, is different from what was estimated or expected, or as may have been indicated by borings or test pits, or on account of the weather, actions of the elements or other causes.

He shall assume the defense of any indemnity and save harmless the City and its individual officers and agents from all claims relating to labor and materials furnished for the work to inventions, patents and patent rights used in doing the work, to injuries to any person or corporation received or sustained by or from the Contractor and his agents and employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein, or by reason of any condition in the improvement created by the Contractor or for any other liability therefor.

The Contractor, if required at any time by the Director, shall furnish the City satisfactory evidence that all persons who have claims for labor performed or material furnished hereunder, or have suffered damages on account of his operations, have been fully paid or secured. And in case evidence be not furnished as aforesaid and such amounts as the Director may consider necessary to meet lawful claims of persons aforesaid, shall be retained from the monies otherwise due the Contractor hereunder, until the liabilities shall have been fully satisfied.

If the Contractor shall claim compensation for any damages sustained by reason of the acts of the City, he shall within five (5) days after the sustaining of such damages, present a written statement to the City of the nature of the damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, he shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall have been filed as thus required, his claim for compensation shall be forfeited and invalidated, and he

shall not be entitled to any payment on account of such damage.

The statement of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by these specifications, said reference to any specific duty or liability being merely for the purpose of explanation.

(45) **Safety measures -- barricades:** The Contractor must provide and maintain barricades to properly protect persons, animals, vehicles and property against injury. He shall also provide, place and maintain sign boards, letter "STREET CLOSED" in plain legible type, upon the streets and alleys in which the work is in progress and upon each street and alley intersection therewith at a distance of one block therefrom, as may be directed by the Engineer.

(46) **Traffic regulations:** The Contractor is responsible for all traffic control on the project whether or not it is called out in the detailed specifications or plans. All traffic control must comply with appropriate City, State, and Federal rules, regulation, and guidelines. During the progress of the work, the Contractor shall accommodate both the vehicular and foot traffic and shall maintain free access to fire hydrants, water and gas valves. Gutters and water ways must be kept open and other provisions made for the removal of storm water.

During the construction of the sewer work and other ditches, only one-half of the street intersections may be blocked at one time and the Contractor shall provide and maintain temporary driveways, bridges, and crosswalks over sewer and other trenches, such as, in the opinion of the Engineer in charge of the work, are necessary to reasonably accommodate the public.

To accommodate pedestrians during the progress of the work, the Contractor shall provide and maintain crosswalks on that portion of the street being improved, both across the main roadway and at the street and alley intersections. The crosswalks shall be constructed of planks two (2) inches thick, and within the fire limits of the City, they shall be at least five (5) feet wide, and outside the fire limits at least three (3) feet wide.

When the City deems it advisable or necessary to divert traffic from the work or any portion thereof, the Contractor shall provide and maintain detour signs, letter "DETOUR" in plain and legible type, and indicating the direction to be taken by traffic as directed by the Engineer.

In the event of the Contractor's failure to comply with the above provisions relative to traffic regulations, the City may cause said provisions to be carried out and the cost and expense of such work shall be deducted from any money due the Contractor under this contract, but the performance of any such work by the City, or at its insistence or request, shall in no way release the Contractor from his general or particular liability for the failure to provide for the safety of the public or the work under this contract.

The Contractor shall not place any material on any sidewalk so as to interfere with the free access to any crosswalk by pedestrians.

No additional compensation will be paid the Contractor by the provision and maintenance of bridges, crosswalks, etc., as above specified, but the cost and expense of maintaining the same shall be considered as part of the general contract and shall be included by the Contractor in the prices bid by him upon the several items as named upon the proposal therefor.

(47) Hauling materials on paved streets: During the progress of the work and in the cleaning up thereof, the Contractor shall provide and use vehicles in which the excavated or other materials are hauled over paved streets in the City, with tight bodies for transportation of fine materials and shall not overload the same so as to allow such materials to fall off the tops thereof upon the streets. The paved streets over which such material is hauled must be kept free from dirt and other materials in accordance with the provisions of City Ordinance regulating same.

(48) Cleaning up during the progress and completion of work: During the progress of the work the Contractor shall remove all surplus excavated materials, obstructions, old materials not used, trees, stumps, filth or rubbish of any kind that may be encountered in the execution of the work, at his own cost and expense except when the removal and transplanting of trees be specified and bids therefor are required upon the blank proposal attached thereto.

As fast as any portion of the work, such as the construction of sewers or drains not located in the street or streets to be improved under the contract is completed, the backfilling of trenches and the repaving over the same shall be done as soon as possible, as herein specified.

As fast as the roadway pavement is completed, the Contractor shall remove all rubbish and surplus materials which have accumulated during the progress of the work provided herein, from the new or existing sewers, the roadway, sidewalk space and intersecting streets and shall render the streets suitable, safe and convenient for traffic.

Upon the completion of the improvement and before the final acceptance thereof, the Contractor shall remove all machinery, tools, temporary building and shall clean the pavement, curb and sidewalks in such a thorough and effective manner by hand sweeping, scraping or by flushing, according to kind of pavement or condition of the street, as will be determined by the Engineer, so as to leave the entire surface of the pavement, curbs and sidewalks so exposed that the quality and texture of the materials used and workmanship may be readily determined. He shall also remove all centering, scaffolding and accumulations of sand, earth, materials, and rubbish of all kinds from the sewers, manholes, inlets, and catch basins. If the improvement is completed too late in the fall to permit all of the cleaning up as herein specified, that portion not completed shall be done the following spring within ten (10) days after written notice to do so from the Engineer.

All such cleaning and removal of cleanings shall be done by the Contractor and the cost and expense thereof shall be included in his price for furnishing of materials and laying of pavement.

In case the Contractor shall fail or neglect to do any cleaning within forty-eight (48) hours after the receipt of notice to do so, or in the manner specified, the Director of Public Service may and is hereby authorized to cause the same to be done and charge the cost and expense thereof to said Contractor and deduct the amount of such cost and expense from any estimate due him at any time

thereafter.

(49) Existing surface fixtures and structures: At least forty-eight (48) hours before breaking ground, the Contractor shall notify all the City Departments and public service corporations, whose tracks, wires, pipes, conduit or other structures may be affected by his operations. He shall likewise notify the Chief of the Fire Department of the temporary blocking of any street.

Existing surface structures which may be encountered in the work shall be removed and replaced or maintained by the Contractor at his cost and expense, or by the parties interested, and in such a manner as to secure the safety of the public and structure. The use of pipes, conduits, etc. shall not be interrupted without the consent of the parties owning or controlling the same.

(50) Existing sub-surface fixtures and structures: Existing sub-surface structures encountered in the work shall be protected and maintained in complete operation, unless permission is given for their removal. Existing substructures, including old sewers, abandoned sewers, abandoned drains, etc., which may appear within the limits of the excavating, shall be removed, if required by the City, but such removal will not be paid for separately, except when expressly specified, being paid for in the price for excavation or other items including excavation.

In case the uncovering of sub-surface structures necessitates a change in the alignment of grade of the proposed work, the Contractor shall give immediate notice of such obstruction to the Engineer, and shall cease work at such points until ordered to proceed.

And in case any change of grade or alignment shall delay the work, the time allowed for the completion of the contract will be extended to the extent which the delay shall have operated, the decision of the Engineer upon this point being final.

(51) City may construct sewers, drains, etc.: The City reserves the right to suspend or stop the work on all or any part of the progressing improvement, for the purpose of laying, relaying or allowing to be laid, or re-laid, any sewers, drains, gas pipes, water pipes, conduits or appurtenances thereto, which, in the opinion of the Director of Public Service are necessary or expedient, or for any other reason, and at any stage of the work, and the Contractor shall not interfere with or place any impediment in the way of any person or persons engaged in such work; and in such cases the Contractor shall not be entitled to any damages or recompense, either for digging up the street, or delay or hindrance, but the time of completion shall be extended as many days as the delay shall have operated.

It is the intention of the City to require all property owners to have water and sewer connections made to all lots, and to cause to be laid all water mains, gas mains, sewers and sewer connections, and other pipes, conduits, etc., not included in the contract hereunder, in advance of the improvement, except when in the opinion of the Director of Public Service such procedure be impracticable and the Contractor shall not be entitled to damages or recompense by reason of delay or hindrance, but he shall be granted an extension of time equal to that in which the delay shall have operated, as determined by the Director of Public Service.

If the Contractor hereunder finds that the trenches are not properly backfilled, he shall so notify the Engineer in writing, allowing ample time to have the defects remedied before proceeding with the improvement.

The Contractor may exercise the right to such supervision of the work, as he may deem necessary to insure good material and workmanship, in order that he may properly protect himself from defects in the finished pavement for which he will be responsible under his guaranty. The Contractor will be allowed and paid for any additional materials, the use of which is made necessary on his part by reason of the above specified work, such reasonable sum (not to exceed contract price) as may be agreed upon in writing between himself and the Director before such additional materials be used, and in the manner specified for subsidiary contracts.

(52) **Special repairs:** The City reserves the right, whenever in its judgment, to take up or permit the taking up of any part of the improvement during the progress of the work, or subsequent to the completion thereof and during the period of guaranty for the purpose of constructing, repairing, or renewal of any sewers, drains, water or gas pipes, or other improvements. Whenever any part of the improvement is taken up as herein specified, all the work of restoring the same will be done by or under the direction of the City and the Contractor hereunder will be relieved of any maintenance requirements on that portion of the completed improvement so disturbed.

(53) **Use of city water supply:** The City will furnish water at the hydrants for the purpose of puddling trenches, construction purposes, operation of machinery, mixing concrete, mortar, etc., but the cost of water and the proper facilities for conveying the same from the hydrants must be included by the Contractor in the unit prices bid for the various items of work wherein water will be used. All water used must pass through meters installed by the Water Department at its hydrants and subject to its regulation and paid for at the builder's rate per one thousand (1,000) cubic feet of water consumed, as established by said Department, plus the cost of meters and installation of same. A deposit will be required covering the cost of meter and installation thereof, which deposit of cost of meter will be refunded on return of meter in good condition.

The Contractor must notify the Water Department at least forty-eight (48) hours in advance of the time such installation is required.

(54) **Use of sewer:** At any time during the progress of the work the City may, by written notice to the Contractor, take over and utilize the whole or part of any sewer, drain or appurtenance thereof which has been completed, giving if desired, permits to tap and connect therewith. In such event, the Contractor shall be relieved from the maintenance of such part as may be used except as provided under the section "Guaranty" and such will be deemed as final acceptance by the City of the part or parts used, subject to the responsibility of the Contractor for all defects in workmanship, etc., as provided under the "Guaranty" section of these specifications.

(55) **Sanitary regulations:** Necessary sanitary conveniences for the use of the laborers on the work, properly secluded from public observation, shall be constructed and maintained in a sanitary condition by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced.

(56) **OSHA standards:** It is the City's requirement, under OSHA Regulations, that all outside contractors hired by the City of Canton are and will be in full compliance with all OSHA standards and perform said work in accordance with all applicable OSHA standards.

(57) **Laws and ordinances:** The Contractor shall keep himself fully informed of all laws, municipal ordinances and regulations that in any manner affect the persons engaged in or employed upon the work, or the materials used in the work, or any way affecting the conduct of the work, and of the decrees of the bodies or tribunals having jurisdiction or authority over the same. He shall also himself observe and comply with and shall cause all of his agents and employees to observe and comply with all such existing and subsequent laws and ordinances, regulations, orders and decrees, and to protect and indemnify the City against claim or liability arising from or based upon the violation of such laws, ordinances, regulations, orders or decrees by himself or by his agents or employees.

References to special laws and ordinances in other sections of this contract shall in no way relieve the Contractor from compliance with all the provisions of this section.

(58) **Monuments and landmarks:** The Contractor shall preserve intact all City monuments, benchmarks and landmarks, as shown upon the plans or encountered in the excavation. In such case that such monument, benchmark or landmark not shown on the drawings be encountered in opening the excavation, the Contractor shall stop work at such point, immediately notify the Engineer of such findings and not disturb same until directed to do so by the Engineer.

(59) **Prices:** The City shall pay and the Contractor shall receive the prices hereafter stipulated as full compensation for everything furnished and done by the Contractor under this contract including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from the action of the weather, floods, or from unforeseen obstruction or difficulty encountered in the prosecution of the work, and for the expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, together with the remedying of all defects developing during the prosecution of the work and during the period for which the work is guaranteed.

(60) **Starting and completing the work:** The Contractor shall not start the work embraced in this contract before the date of a written notification from the Engineer, and shall commence at such points as the City may direct. **In addition, no work shall be performed during the Professional Football Hall of Fame Festival (July 29 through August 6, 2012) without prior approval of the Engineer.**

If the work done under this contract conflicts with other work done for or by the City, or with its consent, the City shall determine the time and manner of procedure of the operations carried on under this contract.

The number of calendar days allowed for the completion of the work embraced in this contract shall be **180 calendar days**.

Work is to be suspended from December 1st to April 1st. The Contractor may request in writing to perform certain operations during this period. If given permission to work, Contractor will be responsible for either maintaining a suitable pavement surface, ie., asphalt, concrete or low-strength mortar, or assuming snow removal for all areas affected. Contract specified calendar days for time of completion will not be accrued during this shutdown period. Conversely, additional payments or compensation will not be made to contractor for re-mobilization, equipment overhead, etc. resulting from weather-related work suspension.

The permitting of the Contractor to complete the work or any part thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under this contract.

(61) Defaulted provisions for delay: The Contractor guarantees that he can and will complete the work on or before the time affixed in his bid, or on or before the extended time as provided for in the contract. The payment to the City for such delay and failure on the part of the Contractor shall be defaulted in the amount of Thirteen-Hundred (\$1300.00) for each day by which the Contractor shall fail to complete the work, or any part thereof, in accordance with the provisions of the contract. The City will deduct and retain, from any money due or any money to become due under the contract, the amount of the liquidated damages. The Contractor shall be liable for the payment of the difference upon demand of the City.

(62) Samples: Each bidder shall submit samples of materials, or refer to samples of materials furnished by the Manufacturer or Producer, at the time of submitting the bid, as required in detail specifications under each item, for which bids are received. Whenever samples of any material or workmanship have been filed by the Contractor, or are on file as specimen of the work to be done or materials to be furnished for the work herein specified, such samples shall be the standard by which that kind and class of work shall be judged.

(63) Measurements: No extra or customary measurements of any kind, unless specially noted, will be allowed in measuring the work under these specifications; but the length, area, solid contents or number only, shall be considered as a basis for payment as hereinafter specified.

The measurements as made by the City of the amount of the work done shall be final and conclusive.

Payments will be made upon the work done within the lines prescribed by the plans, drawings or specifications, and in accordance with the unit prices for the items under which the work is done, and nothing therein contained shall be so construed as to deprive the City of any remedy or defense it may have under the same, for violation of the terms or conditions of this agreement.

(64) Partial payments: The Contractor shall, on a day of each calendar month as is mutually agreeable to the Contractor and the City, make an approximate estimate of the quantities and prices

of the labor furnished and the materials incorporated into the project during the previous calendar month and forward such estimate to the Engineer for approval. More frequent estimate submission, at the option of the City, may be made at any time during the progress of the project.

Partial payments to the Contractor for work performed for a lump sum price shall be based on a well-balanced schedule prepared by the Contractor and approved by the Engineer which schedule shall apportion the lump sum price to the principal features entering into or forming a part of the work covered thereby.

Partial payments to the Contractor for labor performed and materials furnished shall be made at the rate of ninety-two (92) percent of the estimate submitted by the Contractor and approved by the Engineer until the project is fifty (50) percent completed and at the rate of one hundred (100) percent of such estimates after the project is fifty (50) percent completed. No payment will be made for materials stored on site.

The City shall pay the Contractor monthly, not less than the difference between the amount of each monthly estimate which has been approved by the Engineer and the sum of Retainage stipulated below and any other amounts which the City is authorized by the contract to withhold. The making of any monthly payment shall not be taken or construed as approval or acceptance by the City of any work included in the estimate upon which such payment is based.

If the City fails to make payment within sixty (60) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the average of the prime rate established at the commercial banks in the city of over one hundred thousand population nearest the construction project, commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

To aid in determining quantities of materials to be paid for hereunder, the Contractor shall, whenever requested by the Engineer, provide scales, equipment and assistance for weighing or for measuring such materials.

For estimating quantities in which computation of areas by geometric methods would be comparatively laborious, the City agrees that a planimeter or other agreed upon method may be used.

(65) (66) Pre-final and final estimates and payments: As soon as practicable after the completion of work under the contract, the Engineer will make an inspection of the project. If the project appears to be acceptable, the Engineer will recommend tentative acceptance thereof and make a pre-final estimate of the amount of the work done by the Contractor based on quantities and prices submitted by the Contractor. Upon such pre-final estimate being certified, the City will pay the Contractor all of the monies owing him under the contract, except the retainage, which will be kept for sixty (60) days after the date of the pre-final estimate.

Upon the expiration of such sixty (60)-day period, provided that it appears upon further inspection and certification by the Engineer that the contract has been faithfully performed, the City will pay to the Contractor the whole sum retained or such part thereof as remains after deducting expenses of

correcting any deficiencies in the work as determined by the Engineer. Such final inspection and payment will not discharge the liability of the Contractor under the contract or of the surety under the contract bond, but such liabilities and all guarantees shall remain in effect for the period fixed by law.

(67) **Additional contract:** It must be distinctly understood that should more than one contract be awarded to the same Contractor, he may be required to prosecute the work upon all of them at one and the same time, at the option of the Director, and he shall not be permitted to transfer men, tools, or machinery from one job to another without the consent of the Director; but shall at all times have a competent foreman and a sufficient number of men, tools, and machinery upon each job, at the same time, as well, in the opinion of the Director, be sufficient for the proper prosecution of the work.

(68) **Insurance:** The Contractor shall at all times during the progress of the work, comply with all the provisions of the laws of Ohio relating to workmen's compensation and State insurance fund for the benefit of injured and the dependents of killed employees, and shall at all times during the progress of the work carry accident liability insurance in an amount sufficient to reasonably indemnify himself against loss from claims for personal injuries or fatal accidents occurring upon the work or caused thereby including injuries and accidents to employees of the Contractor, persons engaged on the work under another contractor, employees of any sub-contractor or other engaged on or about the work and the public. The City reserves the right to annul this contract at any time upon receiving evidence of the Contractor's failure to comply with the statutes as described above.

(69) **Last payment to terminate liability of City:** No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the City nor its agents shall be liable for, or be held to pay any money, except that provided in this contract. The acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be a release to the City and agents thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work, except the claim against the City for the remainder, if there be any, of the amount kept or retained.

(70) **Guaranty:** The Contractor, for and in consideration of the monies received and to be received by him, hereby agrees that the repairs of all defects in the work done and completed under this contract arising, in the opinion of the Director, out of the use of defective materials, settlements of sewers, structures, and foundations or improper workmanship in the construction thereof, and which repairs from such causes may become necessary during the period of years, as set forth below, after the date of the approval by the Director of the Engineer's certificate of the "FINAL COST", shall be made by him without cost and expense to the City, and the Contractor agrees to make such repairs when, and as ordered by the Director, by written notice served upon him and if after having received such notice, the Contractor fails to make such repairs within the number of days stated in such notice, from the date of receipt thereof, the Director shall thereupon have the power to cause said repairs to be made and charge the cost and expense thereof to the Contractor or his surety.

The failure of the Director to give notice within the specified period shall not preclude the

operation of this section.

The guaranty periods referred to above in this section shall be as follows:

C.I.P.P. Rehabilitated Sewers, 2 years (for more information, see page 40, section 3.07, Post Installation)

Concrete curbing, 1 year

Concrete sidewalks, 1 year

Concrete masonry, 1 year

Brick masonry, 1 year

Sewers, manholes, catch basins, 1 year

Asphaltic concrete pavement, 1 year

Concrete foundation, 1 year

(71) **No estoppel:** The City shall not be precluded or estopped by any return or certificate made or given it, from showing at any time, either before or after the final completion and acceptance of the work and payment therefor pursuant to any such return or certificate, the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the specifications; and the City shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

Neither the acceptance by the City, nor any order, measurement, or certificate, by the City, nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reversed to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

(72) Detailed Specifications:

ITEM 50

**CURED-IN-PLACE PIPE
(CIPP)**

RELATED DOCUMENTS (Sec. 50.01)

- A. Plans, video recordings, inspection reports, logs and general provisions of the Contract, apply to this work.

DESCRIPTION OF WORK (Sec. 50.02)

- A. **Scope of Work.** Furnish and install the cured-in-place resin impregnated flexible tube pipe liner in accordance with the plans and as specified herein. When installed, cured, and complete, the liner shall extend from one manhole to the next in a continuous tight-fitting, watertight, pipe-within-a-pipe manner with a uniformly smooth interior providing hydraulic flow equal to or greater than the existing sewer in original condition.

QUALITY ASSURANCE (Sec. 50.03)

- A. **Standards.** All work and materials used shall be in compliance with the following standards that are made part of this specification:
1. American Society for Testing and Materials (ASTM) (latest edition):
 - a. ASTM D-543, Practices for Evaluating the Resistance of Plastics to Chemical Reagents.
 - b. ASTM D-638, Test Method for Tensile Properties of Plastics.
 - c. ASTM D-790, Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - d. ASTM D-5813, "Standard Specification for Cured-in-Place Thermosetting Resin Pipe"
 - e. ASTM F-1216, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube.
 - f. ASTM F-1743, Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP) (if given approval on a case-by-case basis).

2. National Association of Sewer Service Companies (NASSCO).

B. Contractor's Qualifications. Only work performed by the approved CIPP manufacturer for this project will be accepted unless such installers or companies are certified and licensed by the CIPP manufacturer for such work and are approved by the owner. In addition, the manufacturer/installers must meet the following criteria to be deemed acceptable:

- The contractor must have at least five (5) years experience in such work and successfully installed at least 100,000 feet of the cured-in-place product intended for use on this project in wastewater collections systems in the U.S. with at least 50,000 feet installed in the State of Ohio.
- The manufacturer/installer's project manager must have a minimum of 3 years of CIPP installation experience while under the employment of the manufacturer/installer's company.

SUBMITTALS (Sec. 50.04)

The following submittals (A-B) shall be made with the Bid:

- A. Contractor's Qualifications.** Submit copy of manufacturer's licensee certificate. Submit list of ten (10) similar regional jobs within the past three (3) years as well. Provide project information such as length of project, pipe diameter, date complete, project cost, owner contact (name and phone number), and installation/curing method. In addition, three (3) of the ten (10) regional jobs must indicate the successful use of steam curing if this method is to be utilized by the Contractor.
- B. Product Data.** Furnish manufacturer's general product data. Submit a copy of a completed **Design Liner Thickness Table** (Located with Bid Proposal)

The following submittals (C-J) shall be made at the pre-construction meeting:

- C. Material Certifications.** Written certification is required from the manufacturer that all liner and resin used in the work were manufactured and tested in

accordance with the ASTM Standards specified herein, and is being used or installed in conformance with the manufacturer's recommendations.

- D. **Resident Notifications.** The Contractor shall submit a copy of the resident notifications as described in Section 50.11
- E. **Storage and Delivery Procedures.** The Contractor shall provide the resin and liner manufacturer's recommended storage and delivery procedures. This shall include storage and delivery temperatures, maximum time from wet-out to installation, and other pertinent information.
- F. **Identification of Staging and Storage Areas.** The Contractor shall submit their proposed staging and storage areas for approval from the Engineer.
- G. **Material Safety Data Sheets.** The Contractor shall submit Material Safety Data Sheets (MSDS) for each component of the CIPP system.
- H. **Test Results.** Prior to the use of any materials, the Contractor shall furnish, at its expense, the results of testing of the proposed materials by an independent laboratory in conformance with these specifications. All submitted test data shall have been performed on field installed samples within the last twelve (12) months. Any material not meeting the requirements of these specifications shall be completely removed from the project. Materials acceptable to the Engineer shall be substituted for rejected items at the Contractor's expense.

The Contractor shall submit the following:

1. Testing by an independent laboratory to verify that the products to be used meet all minimum strength standards as set forth in ASTM F-1216, Table 1.
2. Testing by an independent laboratory to verify that the products used meet the Creep Factor specified within. The submittal shall include the long-term Flexural and Tensile Modulus of Elasticity measured in accordance with ASTM D2990.
3. Testing by an independent laboratory to verify that any product to be used on the project meets the minimum chemical resistance requirements as established in ASTM F-1216, Table 2, where the testing is in accordance with Appendix X2 of ASTM F-1216.

- I. **Installation Procedures.** The Contractor shall submit the CIPP liner manufacturer's detailed installation procedures for the installation method(s) to be utilized on this project.
- J. **Curing Cycle and Cooling Rate.** The Contractor shall submit the resin manufacturer's recommended curing cycle as well as the recommended cooling rate. The Contractor shall submit inversion pressure (desired and maximum), curing pressure (desired and maximum) and times (part of the curing cycle) for air inversion/steam curing.

The following submittals (K-N) shall be made a minimum of ten (10) working days prior to lining:

- K. **Pre-rehabilitation video recordings and logs.** The Contractor shall submit 2 copies of the pre-rehabilitation video recordings and logs to the *Engineer* that document existing conditions after the Contractor has cleaned the sewer line. Notify *Engineer* at least 24 hours prior to any video taping. See Item 53.
- L. **CIPP Liner Thickness Calculations.** The Contractor shall perform CIPP liner thickness calculations for each manhole-to-manhole section and furnish them to the *Engineer* with supporting assumptions. All calculations shall be prepared under and stamped by a Professional *Engineer* registered in the State of Ohio. Submit P.E. Certification for all CIPP liner design data. Design parameters given in Section 50.08C shall be used in calculations.
- M. **Lateral Status Determination Report.** The Contractor shall submit a lateral status determination report for each manhole to manhole section for approval by the *Engineer*. The *Engineer* will provide his record review and determinations of each lateral for use by the Contractor in determining lateral status. Dye testing by the contractor shall be used to determine any unknown or questionable laterals or connections. No CIPP liner installation shall be performed until written approval of this report is issued by the *Engineer*.
- N. **Bypass Pumping Plan.** The Contractor shall submit a bypass pumping plan for each manhole to manhole section to be lined for approval by the *Engineer*. See Item 51 Bypass Pumping.

The following submittals (O-P) shall be within one week after lining:

- O. **Cure Logs.** The Contractor shall submit a copy of the cure logs for each manhole to manhole installation. The cure logs shall contain records of the curing cycle and the cooling cycle. Each cure log shall clearly indicate the project name, Project Number, and the manhole section that was lined.
- P. **Post-rehabilitation video recordings and logs.** The Contractor shall submit two (2) copies of the final television inspection that show the rehabilitated sewer along with reinstated service connections. Notify Engineer at least 24 hours prior to any videotaping. See Item 53.

50.5 JOB CONDITIONS

A. Environmental Requirements

- 1. Contractor may be required to monitor styrene odors as necessary in businesses and residences to ensure that concentration levels are under recommended limits.
- 2. Contractor shall use caution when working in project sewers. During rain events, project sewers may reach capacity quickly and/or head up.
- 3. See Item 51 for Bypass Pumping Requirements.
- 4. Install liner through existing or new manholes.

- B. **Safety.** All work to be completed in conformance with all applicable safety standards, in particular OSHA Standard 29 CFR 1910.146, Permit Required Confined Space Entry. All work involving work on elevated platforms and working with pressurized equipment shall also be completed with all applicable safety standards.

DELIVERY, STORAGE, AND HANDLING (Sec. 50.06)

A. Delivery

- 1. CIPP material shall be delivered to the job site in a covered refrigerated truck to minimize exposure to sunlight and to maintain the temperature of the product within manufacturer's recommendations to avoid premature curing.
- 2. Delivery of material shall be coordinated with other trades to avoid delays.
- 3. Pipe preparations and field inspections shall be completed prior to delivery of liner to site.

B. Storage of Materials

1. Material shall be stored in the delivery truck in order to minimize exposure to sunlight and to maintain the temperature of the product to within manufacturer's recommendation to avoid premature curing.
2. No material shall be stored in the open or in contact with the ground.
3. Temperature logs of liner from time of wet-out to installation shall be given to the *Engineer* or his representative on site at the time of installation. These logs shall contain the calculated volume of resin required and the actual volume of resin provided. The *Engineer* or his representative shall verify that the volume of resin provided is 5 to 10 percent greater than the calculated volume of resin required per ASTM F-1216, 7.2.

C. Handling

Handle all products with care. Only sound, undamaged products shall be accepted.

GUARANTEE (Sec. 50.07)

The Contractor shall guarantee all work for a period of one year from the acceptance date of the last stretch of sanitary sewer repaired with CIPP work on this project G.P. 1138).

MATERIALS (Sec. 50.08)

- A. Only materials approved by the *City of Canton Engineering Department* may be used for this project.
- B. **Products.** Subject to compliance with requirements, provide one of the following:
 1. Insituform®
 2. InLiner USA®
 3. CIPP Corp®
 4. National Liner®
 5. Spiniello Liner®
 6. United Liner®

C. **Design Parameters and Mechanical Properties.** The following values are to be used to verify that the liner thickness equals or exceeds that shown in the specifications and, where indicated by an ASTM standard, shall serve as the minimum acceptable strength requirements for the final cured liner.

Fully deteriorated liner design

Flexural Strength (ASTM D-790) 4,500 psi

Short-term Flexural Modulus of Elasticity (ASTM D-790) will be accepted for the following strengths:
250,000 psi
300,000 psi
400,000 psi

Creep Factor	50%
Factor of Safety	2.0
Ovality	5%
Soil Modulus/ Water table depth	*

* - See existing soil boring logs on the detail plans.

The Contractor shall complete the Design Liner Thickness Table located on the Bid Proposal and submit it prior to the Bid Opening. Bids without the design liner thickness table included will be rejected.

Each tube shall be designed to withstand internal and/or external pressures as dictated by site and pipe conditions as well as the installation process used by the Contractor.

D. **Fabric Tube.** The flexible fabric tube shall consist of one or more layers of flexible needled felt or an equivalent woven and/or non-woven material capable of carrying resin, withstanding installation pressures and curing temperatures, and compatible with the resin system used. The tube shall be sized to accommodate the forces of installation, host pipe configuration, and any other pertinent factors to assure a tight fitting final product with a smooth finish.

E. **Resin System.** The resin system shall be a polyester, epoxy, or vinyl ester resin and catalyst system compatible with the insertion process. The resin system shall not contain fillers or additives, except those required for viscosity control, fire retardant, modulus enhancement, chemical resistance, or life extension. The following additives may not interfere with the visual

inspection of the cured-in-place liner pipe or its required properties: thixotropic agents added for viscosity control, the opaqueness of the plastic coating, and resins that may contain pigments, dyes, or colors. Resin selected shall be reflected in the CIPP liner thickness calculations.

The tube shall be vacuum impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the tube material at nominal thickness and diameter and an allowance for migration of resin into the cracks and joints in the host pipe. A roller system shall be used to uniformly distribute the resin throughout the tube. Designate location where uncured resin in original containers and non-impregnated liner tub will be impregnated prior to installation.

PET or recycled resins will not be permitted.

Provide light-colored or white liner to facilitate closed-circuit TV inspection.

- F. Inverting/Curing Medium.** The inverting/curing medium shall be heated potable water or steam. In no instance will sewage be used to invert or cure liners or calibration tubes. If a private water source is proposed for use, a written agreement shall be obtained from the owner of the private water source and a copy of said agreement given to the *Engineer*.

EQUIPMENT (Sec. 50.09)

- A.** All equipment required for the installation and curing of the resin impregnated flexible fabric tube, including cables, sleeves, rollers, compressors, generators, pumps, valves, gauges, water heaters, and accessories required for complete installation shall be in accordance with manufacturer's recommendations.

EXAMINATION (Sec. 50.10)

- A. General.** Examine areas and conditions within the sewer system in which materials and products are to be installed.

- B. **Material.** All sewer pipe liner materials shall be carefully inspected for defects prior to installation. The liner shall be homogeneous throughout, uniform in color, free of tears, holes, foreign materials, blisters, or other deleterious faults. Any material found during the progress of the work to have flaws or defects shall be rejected. All defective materials furnished by the Contractor shall be promptly removed by the Contractor from the project site.

Provide sample and material test data if pre-liner is used.

- C. **Responsibility.** The Contractor shall be responsible for all materials furnished and shall replace at its own expense all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

PREPARATION (Sec. 50.11)

- A. **Resident Notification.** The Contractor shall be responsible for resident notification which shall include three (3) separate notices. The initial notification shall contain general information about the project and the cured-in-place pipe process using graphics as necessary to illustrate the procedure. Other information to be included shall be project CIP number, project name, description of the work to be performed, time frames for the work, and precautions to take during the course of the project (keeping water in the trap, keeping toilet lids down, etc.) The Contractor shall list the superintendent on the job along with its mobile telephone number as the primary contact. Secondary contact information shall be the company name, address, and telephone number. This initial resident notification shall be submitted at the **pre-construction meeting** for approval by the *Engineer*. Upon approval, the Contractor shall immediately distribute this information to all residents affected by the work.

The second resident notification shall alert residents to any utility disruptions and to advise minimal water usage. This notification shall provide the beginning date and time of the disruption, the length of the disruption, and the ending date and time of the

disruption. Contact information shall be repeated on this notification. The second resident notification shall be distributed by the Contractor two (2) working days prior to commencement of the work.

The third resident notification shall inform residents that work on their portion of the sewer is complete and they may resume normal water usage. The Contractor shall distribute this notice immediately upon completion of the work.

Resident notification is not required if there are no laterals on the pipe to be lined.

- B. **Cleaning.** All sewers to be lined shall be cleaned prior to lining with CIPP. The term "cleaned" shall mean the removal of all sand, dirt, roots, grease, pipe-joint gasket material, and all other solids or semisolid materials from the interior face of the sewer lines. Refer to specific requirements in Item 52, Sewer Cleaning.
- C. **Sewer Video Recording and Inspection.** The Contractor shall televise the sewer to provide a detailed record of existing conditions and lateral connections as described in Item 53. Two (2) copies of the pre-rehabilitation inspection shall be submitted to the *Engineer*. The Contractor shall be responsible for having a copy of the pre-rehabilitation inspections in the field as well. Immediately prior to CIPP liner insertion, while bypass pumping, the camera shall traverse the sewer to inspect for debris which may have entered the sewer line after the existing condition video recording. **The *Engineer* must sign off on this reconnaissance television inspection for the CIPP lining work to proceed.** Notify *Engineer* a minimum 24 hours prior to any video taping. See Item 53.
- D. **Laterals.** Lateral sewer pipes protruding into the main sewer/ manholes shall be trimmed flush with the inside of the main sewer wall prior to lining. Trimming must be done in a neat, workmanlike manner, causing no damage to the lateral pipe beyond the inside face of the main sewer. Point repairs shall be made as needed around laterals to ensure a smooth, watertight opening following lining of the main and reestablishment of the lateral. This item shall be included in the unit price bid for Item 50, "60 Inch Diameter CIPP Sewer Rehabilitation".

E. Bypassing Sewage. The Contractor shall bypass the sewage around the sections of the sewer that are to be lined as required. The bypass shall be made in accordance with Item 51, "Bypass Pumping".

F. Line Obstruction. It shall be the responsibility of the Contractor to clear the sewer of obstructions, solids, protruding services, or collapsed pipe that will prevent the proper installation of the liner.

If the pre-rehabilitation video recording and inspection reveals an obstruction that cannot be removed by trenchless means from within the sewer, the Contractor shall notify the *Engineer*. Upon approval of the *Engineer*, the Contractor shall make a point repair per *City of Canton Engineering Specifications* to remove the obstruction and repair the sewer.

If the pre-rehabilitation video recording and inspection reveals a sag in the sewer that has a vertical displacement greater than one-half the pipe diameter, the Contractor shall notify the *Engineer*. Upon approval of the *Engineer*, the Contractor shall make a point repair excavation per *City of Canton Engineering Specifications* to eliminate the sag.

In addition, any equipment that is lost, broken, wedged, or stuck in a line section shall be removed by the Contractor at the Contractor's expense.

G. Protective Measures. To prevent burnt grass, the Contractor shall provide protective measures (e.g. felt, blocks of wood) to create a barrier between the boiler hoses and the grass for each installation.

For steam curing, the Contractor shall take appropriate measures to ensure that non-water residuals/byproducts of steam curing do not enter nearby streams, storm sewers, etc.

H. Chemical Pressure Grouting. Chemical Pressure grouting shall be used, as directed by the *Engineer*, to seal large active leaks in the existing sanitary sewer prior to lining. These materials shall be compatible with the approved lining system and approved by the *Engineer* prior to usage.

INSTALLATION PROCEDURE (Sec. 50.12)

A. **General.** Installation shall be by inversion (ASTM F-1216). Pulled-in-place installation (ASTM F-1743) may be allowed on a case-by-case basis, if approved by the *Engineer*. The Contractor shall deliver the liner to the site and provide all equipment required to insert the liner into the sewer and cure it in place. The Contractor shall designate the location where the tube will be vacuum impregnated prior to installation. The Contractor shall allow the *Engineer* to inspect the materials and the "wet-out" procedure upon request. All procedures to prepare the liner for installation will be in strict compliance with the manufacturer's recommendation. Any material not properly prepared shall be rejected and replaced with acceptable materials at the Contractor's expense. Contractor shall not proceed with work until satisfactory conditions, as determined by the *Engineer*, are present in the sewer.

B. **Installation.** A scaffold, elevated platform, or other means of providing required pressure shall be provided at the access point. The resin-impregnated tube shall be pulled and/or inverted into the host pipe by methods approved by the manufacturer and proven through previous successful installations. The insertion method used shall not cause abrasion or scuffing of the tube. Hydrostatic or air pressure shall be used to inflate the tube, molding it against the walls of the host pipe.

Tube installation pressures shall be limited so as not to stretch the tube longitudinally by more than five (5) percent of the original length. Mark exterior of manufactured tube along its entire length at regular intervals not to exceed five feet as a gauge to measure elongation during installation. Longitudinal stretch of tube shall be gauged by comparing markers on fully inserted tube to actual length of pipe being rehabilitated.

Liner shall not touch the ground or other contaminants prior to inversion in pipe.

C. **Curing.**

1. **Using Circulated Heated Water:**

After the installation is complete, the Contractor shall supply a suitable heat source, water recirculation equipment, and a curing medium as approved by the *Engineer*. The equipment shall be

capable of uniformly raising the water temperature to a level required to effectively cure the resin.

2. Using Steam:

After the installation is complete, the Contractor shall supply suitable heat steam-generating equipment as approved by the *Engineer*. The equipment shall be capable of delivering steam throughout the section to uniformly raising the temperature within the pipe to a level required to effectively cure the resin.

3. General.

The equipment shall be muffled to reduce excess noise during the curing process. All night work to be performed shall be approved by the *Engineer* before proceeding with the work.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge shall be placed between the tube and the host pipe in the downstream manhole at or near the bottom to determine the temperatures during cure. Water temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.

Initial cure shall be deemed complete when the exposed portions of the tube appear to be hard and sound and the temperature sensor indicates the recommended temperature of the manufacturer. The cure period shall be of a duration recommended by the resin manufacturer and requires continuous recirculation of the water to maintain the temperature. Duration of cure shall at a minimum be the manufacturers recommended time.

D. Cool Down.

1. **After Heated Water Cure.** The Contractor shall cool the hardened pipe to a temperature below 100 degrees Fahrenheit before relieving the hydrostatic head. Cool-down shall be accomplished by introducing cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end. Rate of cooling shall not exceed resin manufacturer's recommendations.
2. **After Steam Cure.** The Contractor shall cool the hardened pipe to a temperature below 113 degrees

Fahrenheit before relieving the internal pressure within the section. Cool-down may be accomplished by introducing cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end. Rate of cooling shall not exceed resin manufacturer's recommendations.

- E. **Finish.** The new pipe shall be cut off in the manhole at a suitable location. Excavation will not be allowed at cleanouts unless approved by the *Engineer*. The finished product shall be continuous over the length of the pipe reconstructed and be free from dry spots, delamination, lifts, and debris under the liner. If any unsatisfactory condition is present in the lined pipe, the *Engineer* reserves the right to require a suitable repair.
- F. **Invert through Manholes.** The invert shall be continuous and smooth through all manholes. If a liner is installed through a manhole, the bottom portion of the liner shall remain and the bench of the manhole shall be grouted with a resin mixture compatible with the CIPP and shaped as necessary to support the liner. If the liner terminates on either side of a manhole, the invert shall be built up to remove any flow restrictions and to form a continuous invert through the manhole. The cost of this work shall be included in the unit price bid for CIPP.
- G. **Sealing Pipe in Manholes.** Form a tight seal between the CIPP and the manhole wall at the pipe penetration. Do not leave any annular gaps. Seal the annular space with a ½-inch thick activated Oakum band soaked in chemical sealant, or equivalent hydrophilic waterstop. Seal any annular space greater than ½-inch with manhole wall repair material. Finish off the seal and seal any annular spaces less than ½-inch with urethane, grout or fiber reinforced cementitious material placed around the pipe opening from inside the manhole in a band at least 4-inches wide. All products used for sealing pipes in manholes shall be compatible with the approved lining system and approved by the *Engineer* prior to usage.
- H. **Service Connections.** The exact location and number of service connections shall be verified during the initial television inspection. It shall be the Contractor's responsibility to accurately field locate all existing active service connections. The Contractor shall reconnect all active service connections to the liner pipe as indicated in the Lateral Status Determination

Report Section 50.04M.

The Contractor shall be responsible for restoring/correcting, without any delay, all missed or faulty reconnections, as well as any damage caused to property owners for not reconnecting the services soon enough or for not giving notice to the owners.

All existing active service connections shall be reconnected by a remote controlled cutting device directed internally by a television camera or by internal manual cutting. Provide a video recording of the remote controlled lateral cutting procedure for the *Engineer*. They shall be made by experienced operators so that no blind attempts or holes are made in the liner pipe. Location shall be verified carefully to match earlier tapes for accurate locations especially where dimples are not well defined or clearly ascertained. The *Engineer* reserves the right to require reestablishment of a service connection by trenchless methods at the Contractor's cost at any location, if the quality or workmanship for the cut is not satisfactory.

The cut shall be smooth and circular in nature as seen by a television inspection camera. Lateral cuts shall be brushed as necessary to ensure smooth openings. It shall be properly aligned, invert to invert, to the existing connection with no obstructions to the flow. Resin slugs shall be removed as necessary from reinstated service connections. Any miscuts shall be repaired at no cost to the City and to the full satisfaction of the *Engineer*. All coupons cut from the liner for reopening of lateral connections shall be retrieved from the sewer, accounted for by the Contractor, and turned over to the *Engineer*.

- I. **Final Television Inspection.** The Contractor shall televise the rehabilitated sewer to provide a detailed record of finished conditions and lateral connections. Lateral connections shall be observed while the camera is stopped and viewing the connection squarely. When complete, the Contractor shall submit two (2) copies of the rehabilitated sewer inspection, along with the accompanying logs, which shall be printed clearly or typed as required in Item 53.

RESTORATION (Sec. 50.13)

- A. Where portions of the site, either inside or outside the contract limits, not designated for change or new work

become damaged during the course of construction by the Contractor's operations, the Contractor shall repair or replace at no additional cost to the City such damage to original or better condition in conformance with the Contract Documents. This shall include, but not be limited to, reseeding, replacing shrubbery in kind, replacing damaged fence, etc.

- B. Manhole reconstruction by Contractor to accommodate CIPP liner installation shall be included in the lining costs.

FIELD QUALITY CONTROL (Sec. 50.14)

- A. **General.** The rehabilitated pipe shall be continuous (without joints) over the entire length of an insertion run between two manholes. The liner shall be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination. The liner surface shall be free of leaks, cracks, and crazing with a smooth finish. Some minor waviness that, in the *Engineer's* opinion, will not appreciably decrease the flow cross section or affect the flow characteristics shall be permissible.

Any defects in the product shall be repaired at the Contractor's expense in a manner mutually agreed upon by the *Engineer* and Contractor. During the one (1) year guarantee period, any defects that are discovered that will affect the integrity or strength of the product shall be repaired at the Contractor's expense in a manner mutually agreed upon by the *Engineer* and the Contractor.

These repairs shall be granted a three (3) year extended guarantee period by the Contractor from the date of repair.

- B. **Testing.** The following tests shall be performed for each segment of CIPP installed per ASTM F-1216 and/or F-1743 (when approved):

- 1. Short-term Flexural (Bending) Properties - The initial tangent flexural modulus of elasticity and flexural yield strength shall be measured in accordance with ASTM D790.

The samples shall be restrained samples for diameters of CIPP less than 18"; and flat plate samples for diameters of CIPP 18" and larger. Restrained samples shall be made using forms having a similar I.D. to that of the existing piping. The sample shall be taken preferably from an

intermediate manhole or the receiving manhole. The form must be maintained in a reasonably horizontal orientation with the proper heat sink (i.e. sand bags). The length of the form shall be a minimum of two times and preferably three times the sample length required by the lab. The flat plate samples shall be taken directly from the wet out tube, clamped between flat plates, and cured in the downtube. The contractor shall deliver the samples to the *Engineer* for testing. The *Engineer* will contract with a lab to have the samples tested for the above-mentioned properties.

The *Engineer* also retains the right to test coupons retrieved from the sewer and turned over to the *Engineer*. If the Contractor performs independent tests for their purposes, additional samples shall be provided by the Contractor for that use.

- C. **Final Installed Liner Thickness.** The final installed liner thickness shall not be less than the thickness specified in the Contract Documents or approved shop drawings. The final installed liner thickness shall not be more than 10% greater than the specified or approved thickness. The final installed liner thickness measurement shall be determined from pipe samples, coupons retrieved from the sewer, or as deemed necessary by the *Engineer*. It shall be the Contractor's responsibility to consider site conditions and their installation process to determine the liner thickness to install.
- D. **Non-Compliance.** In the event the flat plate samples do not meet the required thickness or Flexural Strength and Flexural Modulus of Elasticity as outlined in Section 50.08 C; actual installed samples must be taken. The installed samples shall be taken as directed by the *Engineer* and in accordance with all applicable ASTM requirements. From these samples, the Installed Thickness shall be determined by taking an average of at least 10 thickness measurements. Installed samples shall then be prepared for re-testing in accordance with Section 50.08 C of these specifications.

In the event that any liner installation does not meet specified strengths and/or thicknesses, the conformity of the work with the plans and specifications shall be determined by the *Engineer*.

MEASUREMENT AND PAYMENT (Sec. 50.15)

- A. 60 Inch Diameter CIPP Sewer Rehabilitation. This item of work shall include all necessary television observation, protruding lateral removal and repair, pipe preparations, liner resins, water, equipment, labor, testing, clean up, manhole reconstruction required by construction means and methods of CIPP installation, and all other expenses whether specifically mentioned or not to install the cured-in-place pipe.

Payment will be made at the unit price bid per lineal foot as measured from center of manhole to center of manhole along the horizontal centerline of the rehabilitated sewer, complete, tested, and ready for service.

- B. Lateral Reinstatement. This item of work shall include all necessary equipment, materials, and labor to reestablish lateral sewers in cured in place pipe.

Payment will be made at the unit price bid per each lateral sewer reestablished, complete, and ready for service.

END OF SECTION

ITEM 51

BYPASS PUMPING

RELATED DOCUMENTS (Sec. 51.01)

Plans, video recordings and logs, and general provisions of the Contract, apply to this work.

DESCRIPTION OF WORK (Sec. 51.02)

The Contractor shall provide all labor, materials and equipment necessary to bypass the sewage around:

- A. The sections of host pipe that are to be lined.
- B. Any portion of the host pipe invert that will require repair prior to the relining.
- C. Any portion of sewer to be video taped or inspected.
- D. Any portion of sewer to be cleaned.
- E. Any new manhole and/or new pipe installation.
- F. Any lateral reinstatement.
- G. Manhole rehabilitation.

QUALIFICATIONS (Sec 51.03)

- A. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The Contractor shall employ the services of a vendor who can demonstrate to the engineer that he specializes in the design and operation of temporary bypass pumping systems. The vendor shall provide at least five (5) references of projects of a similar size and complexity as this project performed by his firm within the past three years. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

SUBMITTALS (Sec. 51.04)

A. The Contractor shall submit to the Engineer detailed plans and descriptions outlining all provisions and precautions to be taken by the Contractor regarding the handling of existing wastewater flows. This plan must be specific and complete, including such items as schedules, locations, elevations, capacities of equipment, materials and all other incidental items necessary and/or required to insure proper protection of the facilities, including protection of the access and bypass pumping locations from damage due to the discharge flows, and compliance with the requirements and permit conditions specified in these Contract Documents. No construction shall begin until all provisions and requirements have been reviewed and approved by the Engineer.

The method of bypassing the sewage will include but not be limited to:

- 1) A recommended sequence of operations.
- 2) Bypass pumping system will be required to be operated 24 hours per day.
- 3) Sketches or drawings showing locations of the bypass sewer, locations of manholes from which sewage is to be pumped and locations of receiving manholes, staging areas for pumps, procedures for crossing streets and method of handling traffic.
- 4) Flow capacities of pumps used and pump curves. Provide calculations of static lift, friction losses, and flow velocity.
- 5) Provide for bypass pumps, fuel usage per hour, and fuel tank capacities.
- 6) Sewer plugging method and types of plugs.
- 7) Standby power generator size, location.
- 8) Downstream discharge plan.
- 9) Method of protecting discharge manholes or structures from erosion and damage.
- 10) Thrust and restraint block sizes and locations.

- 11) Sections showing suction and discharge pipe depth, embedment, select fill and special backfill.
- 12) Method of noise control for each pump and/or generator.
- 13) Any temporary pipe supports and anchoring required.
- 14) Calculations for selection of bypass pumping pipe size.
- 15) Schedule for installation of and maintenance of bypass pumping lines.
- 16) Photo copies of permit applications for access to public streets, and evidence that fees have been paid.
- 17) The Contractor shall perform leakage and pressure tests of the bypass pumping discharge piping using clean water prior to actual operation.
- 18) Adequate hoisting equipment for each pump and accessories shall be maintained on the site
- 19) Spare parts for pumps and piping shall be kept on site as required.
- 20) Wet Weather High Flow Emergency Plan.

B. This plan will be reviewed for conformity and approval.

C. The Contractor shall submit a copy of all property owner/resident notifications to the Engineer prior to notification distribution.

EQUIPMENT (Sec. 51.05)

- A. All pumps used shall be fully automatic self-priming units that do not require the use of foot valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. All pumps used must be constructed to allow dry running for long periods of time to accommodate the cyclical nature of effluent flows.
- B. All pumps shall be Godwin Dri-Prime® Automatic self-priming pumps (CD, DPC, or HL Series) as manufactured by Godwin Pumps of America, Inc., or approved equal.
- C. The Contractor shall provide the necessary stop/start controls for each pump.

- D. The Contractor shall include one stand-by pump of each size to be maintained on site. Back-up pumps shall be on-line, isolated from the primary system by a valve.
- E. Discharge Piping - In order to prevent the accidental spillage of flows all discharge systems shall be temporarily constructed of rigid pipe with positive, restrained joints. Under no circumstances will aluminum "irrigation" type piping or glued PVC pipe be allowed. Discharge hose will only be allowed in short sections and by specific permission from the engineer.
- F. Allowable piping materials will be Godwin "QD" Steel Pipe (Godwin Pumps of America, Inc.), fused high-density polyethylene pipe or approved equal.

PERFORMANCE REQUIREMENTS Sec. (51.06)

- A. It is essential to the operation of the existing sewerage system that there be no interruption in the flow of sewage throughout the duration of the project. To this end, the Contractor shall provide, maintain and operate all temporary facilities such as dams, plugs, pumping equipment (both primary and back-up units as required), conduits, all necessary power, and all other labor and equipment necessary to intercept the sewage flow before it reaches the point where it would interfere with his work, carry it past his work and return it to the existing sewer downstream of his work.
- B. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility. The bypass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.
- C. The Contractor shall provide all necessary means to safely convey the sewage past the work area. The Contractor will not be permitted to stop or impede the main flows under any circumstances.
- D. The Contractor shall maintain sewer flow around the work area in a manner that will not cause surcharging of sewers, damage to sewers and that will protect public and private property from damage and flooding.
- E. The Contractor shall protect water resources, wetlands and other natural resources.

BYPASS PUMPING (Sec. 51.07)

- A. Bypass Pumping shall be established prior to Sewer Video Taping and Inspection per Item 53 Sewer Cleaning per Item 52, CIPP Sewer Rehabilitation per Item 50 and Lateral Reinstatement per Item 50.
- B. The bypass shall be made by plugging an existing upstream manhole, if necessary, and pumping the sewage into a downstream manhole or adjacent system approved by the Engineer. The pumps and the temporary bypass sewer shall be of adequate capacity and size to handle the flows shown on the detail plans and any necessary dewatering. The Contractor shall include contingencies to handle wet weather events.
- C. The contractor shall maintain the by-pass pumping in a safe and operative condition at all times and shall be responsible for the protection of the lines, property and the prevention of injury to persons and structures. Safeguards shall be provided by the contractor to the satisfaction of the Engineer, but such provisions shall not relieve the contractor of full responsibility for the adequacy of protection. All bypassing lines crossing roadways shall be placed below existing road grade, and premix topped. Roadways shall be restored per City of Canton standards.
- D. The bypass sewer shall either have temporary pavement or be securely plated (if approved by the *Engineer*). The bypass sewer may be laid over ground within the established traffic control. The bypass shall include a header for all bypass and dewatering pumping. Check valves shall be placed ahead of all pumping connections.
- E. The Contractor may suggest alternate methods of bypassing the sewage but, in any event, the method used shall be approved by the *Engineer*.
- F. The contractor shall have personnel available for immediate callout, after normal working hours, to make necessary repairs to temporary bypass lines, steel plates, road crossings, etc. The names, telephone numbers and locations of residency of these employees shall be given to the Engineer. He shall be kept posted of any changes.
- G. Failure to keep the pumps running adequately will cause the sanitary sewer system to backup and flood basements of homes and businesses connected to the system. The contractor shall

be responsible for all cleanup and damage costs due to backups caused by inadequate bypass pumping.

- H. The contractor shall supply an around the clock operator for the bypass pumping system for the duration of the flow bypassing operation. The supplier shall qualify each operator. (one-hour training with delivery/pickup from supplier)
- I. The contractor shall coordinate the bypass pumping/piping setup with all property owners and utilities. Any modifications and changes to the bypass pumping/piping setup required after initial setup due to conditions on properties, easements or right of ways shall be approved by the Engineer and be at the contractor's expense.
- J. Under no circumstances will the dumping of raw sewage on private property, streets and roads be allowed nor will surcharge of the sewers be allowed due to insufficient pumping.

PROPERTY OWNER AND/OR RESIDENT NOTIFICATION (Sec. 51.08)

- A. The Contractor shall provide 48-hour prior written notification to all property owners and or residents that may be affected by the diversion of flow in the sewer, explaining work that is to take place and its time frame. The notification shall include approximate time when sewage cannot be received during sewer work as well as when the sewer will be available again for receiving sewage. All commercial establishments shall be provided with temporary sewer service. The means and methods shall be coordinated with the managers and the affected residents.
- B. A door hanger reminder shall be placed 24 hours prior to reducing the sanitary service.

MEASUREMENT AND PAYMENT (Sec. 51.09)

- A. The cost of this item shall be included as a lump sum item.

END OF SECTION

ITEM 52

SEWER CLEANING

RELATED DOCUMENTS (Sec. 52.01)

Plans, video recordings and logs, and general provisions of the Contract, apply to this work.

DESCRIPTION OF WORK (Sec. 52.02)

The Contractor shall provide all labor, materials, and equipment necessary to clean the sewer and manholes as specified within or as designated by the *Engineer*.

QUALITY ASSURANCE (Sec. 52.03)

A. Codes

Perform all work in accordance with the most recent federal, state, and local codes.

B. Standards

All work shall meet or exceed the requirements of the National Association of Sewer Service Companies Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as otherwise specified herein.

C. Contractor's Qualifications

The sewer cleaning Contractor shall be a firm having a minimum of 5 years continuous successful experience in sewer cleaning similar to the work required for this Project.

COORDINATION (Sec. 52.04)

All sewers to be televised and/or rehabilitated shall first be cleaned by the Contractor.

Bypass Pumping System per Item 51 shall be in place and functional prior to any cleaning operations.

GENERAL (Sec. 52.05)

- A. The sewer shall be cleaned of bricks, concrete, sand, dirt, roots, grease, and any other solid or semisolid material using hydraulic, high velocity hydraulic, mechanical sewer cleaning equipment, or physical means without damage to the existing sewer. Selection of the equipment used shall be based on the condition of the sewer at the time the work commences.
- B. During sewer cleaning operation, precautions shall be taken to protect the sewer from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools or any tools which retard the flow of water in the sewer are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to property.

CLEANING PROCESS/EQUIPMENT (Sec. 52.06)

The Contractor shall provide the necessary equipment (hydraulic, high velocity hydraulic, mechanical, etc.) to properly clean the sewer line in preparation for video taping and lining of the sewer.

ROOT REMOVAL (Sec. 52.07)

All roots shall be removed from the interior of the sewer by one of the following processes or other process proposed by the Contractor and approved by the Engineer.

A. Mechanical:

Root removal may include the use of mechanical devices, such as rodding machines, expanding root cutters and porcupines, and hydraulic cleaning equipment.

B. Chemical:

Chemical treatment to remove roots may be used. The application of an approved label herbicide to the roots shall be done in accordance with the manufacturer's recommendations in such a manner to prevent any damage to the sewer and surrounding vegetation. Any damaged sewer or vegetation shall be replaced. Chemical herbicides used shall have no adverse effects on the materials used

for sewer rehabilitation, nor shall they interfere with bonding of rehabilitation materials to the sewer wall. All precautions, as recommended by the manufacturer, shall be adhered to concerning handling and application of the herbicide. Any chemical treatment will require prior approval from the City of Canton WRF Industrial Waste Department. All associated permits, if any, shall be in place prior to mobilization. Any associated costs shall be paid by the Contractor and shall not be paid for separately in this project.

MATERIAL REMOVAL AND DISPOSAL (Sec. 52.08)

- A. All material resulting from the cleaning operation shall be removed at the downstream manhole of the sewer section being cleaned. Passing material from sewer section to sewer section will not be permitted. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of in a manner and at a site acceptable to the Engineer. All materials shall become the property of the Contractor and removed from the site at the end of each workday. The Contractor will not be allowed to accumulate material on the site of work. Provide manifest copies of all disposed material to the Engineer.

MEASUREMENT AND PAYMENT (Sec. 52.09)

A. Clean 60 Diameter Sewer - Payment for cleaning of the sewer will be made at the unit price per lineal foot of sewer cleaned.

B. Heavy Cleaning 60 Inch Diameter Sewer, As Directed By The Engineer - Payment for any section of sewer requiring more than three passes of a sewer jet will be considered Heavy Cleaning and will be paid at the additional unit price per lineal foot of heavy sewer cleaning, regardless of the number of passes required.

END OF SECTION

ITEM 53

SEWER VIDEO RECORDING AND INSPECTION

DESCRIPTION OF WORK (Sec. 53.01)

- A. Scope of Work.** The Contractor shall provide all labor, materials, and equipment necessary to inspect the sewer in accordance with the plans and as specified within, or as designated by the *Engineer*. Video recording and inspection shall be performed before sewer rehabilitation (post cleaning) and after sewer rehabilitation. Video recording performed prior to sewer rehabilitation (post cleaning) shall be reviewed and approved by the *Engineer* before rehabilitation work begins. Video recording work performed after sewer rehabilitation and manhole rehabilitation must be reviewed and approved by the *Engineer* prior to acceptance which occurs upon project completion. The video recording shall be performed in the same direction for both inspections.

QUALITY ASSURANCE (Sec. 53.02)

- A. Standards.** All work shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (latest edition), except as otherwise specified herein.

Poor quality tapes where it is difficult to see the pipe condition will not be accepted.

- B. Contractor's Qualification's.** The sewer inspection Contractor shall be a firm having a minimum of 3 years continuous successful experience in the inspection of sewers similar to that required for this project. The sewer inspection shall be completed by a certified operator of NASSCO's Pipeline Assessment and Certification Program (PACP) using PACP certified software.

The Contractor shall document all internal sewer inspections via video recordings, digital photos and a database that is compatible with the NASSCO PACP exchange database.

SUBMITTALS (Sec. 53.03)

- A. Inspection Forms.** Inspection forms shall be kept by the Contractor showing the location, in relation to adjacent manholes of: each infiltration point, laterals, services, joints, voids, unusual conditions, roots, deposits, scale, corrosion, changes of pipe (material, size, shape, slope), and other discernible features. Each inspection form submitted shall contain header information and an inspection details section, both in accordance with PACP criteria. A separate inspection form shall be provided for each complete sewer length between manholes, unless directed otherwise by the *Engineer*. The inspection forms will be put into a final report. Two copies of the final report shall be submitted to the *Engineer*.
- B. Video Recordings.** The Contractor shall furnish the Owner with two video recordings of all internal inspections. Acceptable media for the video recordings are color digital video disc (DVD).

All video recordings shall be identified by location, date of inspection, upstream and downstream MH number (based on *City* nomenclature) of the sewer mains contained on the disk, project name, and Contractor's name in a manner acceptable to the *Engineer*. All media shall be premium grade and previously unrecorded. All video recordings shall have a continuous on-screen display indicating sewer section identification and distance from the entering manhole, as well as on screen display indicating sewer section identification and distance from the entering manhole, as well as on screen display identifying laterals and any pipe defects which shall be coordinated with the inspection forms. The video recording shall be organized so that line sections are in order from upstream to downstream unless approved by the *Engineer*.

The Contractor shall give the *Engineer* a minimum 24-hour notice before beginning any video recording of the sanitary sewers on the subject project so that an owner's representative can be present during videotaping. This shall apply to both the pre-lining videotaping and the post-lining videotaping.

- C. Consolidated Final Video Recording.** The Contractor shall consolidate the pre and post video recordings into a continuous downstream sequence. Recordings shall begin and end at manholes if more than one disc or tape is required for

the project. The written inspection forms shall also be assembled into pre and post lining documents corresponding to the consolidated video recordings.

JOB CONDITIONS (Sec. 53.04)

- A. Coordination. The Contractor performing video recording and inspection will be required to coordinate his work with other trades.

EQUIPMENT (Sec. 53.07)

- A. The television camera shall be specifically designed and constructed for sewer inspection with a capacity for radial viewing (360°) to allow proper inspection of service lateral connections. The radial view camera must be solid state color and have remote control of the rotational lens. The camera shall be capable of viewing the complete circumference of the pipe. Cameras incorporating mirrors for viewing sides or using exposed rotating heads are not acceptable. The camera lens shall be an auto-iris type with remote controlled manual override. The camera light head shall include a high-intensity side viewing lighting system to allow illumination of internal sections of lateral connections. Lighting for the camera shall illuminate the entire periphery of the sewer for a distance of 15 feet ahead of the camera. The camera shall have a minimum resolution of 600 lines and shall be operable in 100% humidity conditions. Picture quality and definition shall be to the satisfaction of the Engineer. Communications shall be provided for controlling the winches, pumping unit, and monitor control.

TELEVISION INSPECTION (Sec. 53.07)

- A. General
 - 1. Video recording shall be performed first after sewer cleaning and then after rehabilitation.
 - 2. The entire sewer to be rehabilitated shall be televised for a visual and audio record of the sewer.
 - 3. The entire sewer perimeter shall be visible during sewer video recording and inspection.

4. Sewer Flow Bypassing is required for initial and final videotaping per Item 51.
5. The line to be videotaped shall be pumped out so that minimal water is standing in the bottom of pipe and only bellies and depressions will hold water.

B. Televising

1. The inspection will be done one sewer section at a time and the section being inspected will be isolated from the remainder of the sewer system.
2. The camera shall be moved through the sewer with the direction of flow at a uniform slow rate. In no case will the video camera record while moving at a speed greater than 30 feet per minute.
3. Measurement for location of laterals, defects, and other features shall be at the ground level by means of a metering device. Measurement will be accurate to one tenth (0.1) per 100 feet of inspected pipe. The importance of accurate distance measurements is emphasized. Marking on the cable or the like which would require interpolation for depth of manhole, will not be allowed. Accuracy of distance meter shall be checked by use of a Kevlar tape. A measuring target or sealing packer in front of the television camera shall be used as the measurement reference point, and the meter reading shall show the location of the measurement reference point.
4. When sewer conditions prevent forward movement of the camera, the Contractor shall withdraw the camera, re-clean the sewer if necessary, and televise the line from the opposite direction.
5. Throughout the duration of this project, should the Engineer discover inaccuracies in the videos, the Contractor shall re-video those segments at no additional cost of the Project.

MEASUREMENT AND PAYMENT (Section 53.09)

- A. The cost of the TV work shall be included in the unit price bid per lineal foot for Cured-In-Place Pipe items of the Contract. No separate payment will be made.

END OF SECTION

ITEM 54

MANHOLE REHABILITATION

PART 1: GENERAL

1.1 Scope of Work

Furnish all the necessary materials, labor, equipment, tools, and associated appurtenances to install a protective lining on the interior walls and bench of all selected existing wastewater manholes and structures. All aspects of the rehabilitation shall be done in strict accordance to the manufacturer's instructions.

1.2 Acceptable Manufacturers

- Raven 405 as manufactured by Raven Lining Systems or approved equal.
- SpectraShield as manufactured by SpectraShield Liner Systems or approved equal.

PART 2: QUALITY ASSURANCE

2.1 Submittals

Following submittals shall be provided by the contractor:

2.2.1 Product

- Technical data sheet showing the physical and chemical properties, ASTM test results indicating the product conforms to and is suitable for its intended use per these specifications.
- Material Safety Data Sheet (MSDS)
- Surface preparation and application method
- Copies of field test data

2.2.2 Installer

- Verification of certified applicator's status

2.3 Qualification Requirements

2.3.1 Installer

- For an installing Contractor to be considered commercially acceptable, the Contractor must satisfy all insurance, financial and bonding requirements of the Owner.

- The Contractor must have a certification from the manufacturer as a licensed and fully trained installer of the product.
- The Contractor must have a minimum of three (3) years of rehabilitation experience.

2.3.2 Product

- For a product to be commercially acceptable, the product must have a minimum of five (5) year history of successful wastewater collection system rehabilitation in the United States.
- The products must be verified by third party test results supporting the long-term performance and structural strength of the product and such data shall be satisfactory to the Owner.

2.4 Warranty

- Contractor shall provide a minimum of one (1) year of warranty (including labor) from the manufacturer against any defects in materials and workmanship.
- Unless otherwise specified, the warranty periods shall begin after the Certificate of Acceptance is issued for the Contract.

PART 3 PRODUCTS

3.1 Plugging Material

- Chemical sealants or hydraulic grouts shall be used to plug and seal active leaks. These materials shall be compatible with the approved lining system and approved by the Engineer prior to usage.
- The plugging material shall: a) adhere to wet or dry surfaces; b) be 100% solids; c) be quick setting; d) have zero percent shrinkage per ASTM D2126; e) be ASTM, ANSI and NSF approved. Recommended material manufacturers are Thoro Seal, Green Mountain Inc., Sika, Avanti International, or approved equal.

3.2 Structural Repairs

- Loose or protruding brick, mortar and concrete shall be removed using a masons hammer and chisel. All structural repairs necessary to complete the lining process shall be made with a non-shrink grout compatible with the lining systems manufacturer's recommendations. This material shall be applied to patch cracks, fill voids, make structural repairs, and build-up deteriorated surfaces back to original thicknesses. All repair and/or patching material shall be submitted to the Engineer for approval prior to material usage.

3.3 Coating Product

- Coating product shall be applied to all interior surfaces to provide a permanent impermeable, high strength; monolithic lining for concrete structures that is sulfuric acid corrosion, abrasion and impact resistant.
- The approved lining systems are:
 - Raven 405 by Raven Lining Systems. Minimum total wet film thickness shall be 500 mils.
 - SpectraShield by SpectraShield Lining Systems. Minimum total wet film thickness shall be 125 mils.
- Coating product physical properties shall be substantiated through submittal of accredited third party testing results and shall be representative of the actual field applied product and cure mechanism(s) to be employed in the field.

PART 4 EXECUTION

4.1 General

- Appropriate actions shall be taken by Contractor to comply with local, state, and federal regulatory and other applicable agencies with regard to environment, health, and safety during work.
- Limits of Application - The interior walls and ceiling of structures, exposed part of manhole frame and manhole benches.
- The Contractor shall bypass the sewage around the existing manholes and structures that are to be lined per Item 51.
- The repair and coating materials must be applied by factory trained and/or fully qualified technicians only. Contractor shall have a manufacturer's representative present at the start of the installation procedure.
- Remove all steps, protrusions or other such obstructions prior to beginning the lining process as directed by the Owner.

4.2 Examination

- Prior to commencing surface preparation, Contractor shall inspect all surfaces specified to receive the coating and notify Owner, in writing, of any noticeable disparity in the site, structure or surfaces which may interfere with the work, use of materials or procedures as specified herein.

4.3 Surface Preparation

- Surface preparation is required prior to receiving any repair and coating materials.
- Excessive debris, sediment, root intrusion or other foreign materials which may impact the effectiveness of the surface preparation process shall be removed prior to the commencement thereof.
- Offset structural components, lids, covers, frames, etc. shall be repaired, replaced, or reset prior to the commencement of surface preparation.
- Oils, grease, incompatible existing coatings, waxes, form release, curing compounds, efflorescence, sealers, salts, or other contaminants which may affect the performance and adhesion of the coating to the substrate shall be removed using a water based biodegradable emulsifying/ saponin product(s) as necessary.
- Choice of surface preparation method(s) should be based upon the condition of the concrete or masonry surface, potential contaminants present, access to perform work, and the required cleanliness and profile of the prepared surface to receive the repair and/or coating product(s).
- Surface preparation method, or combination of methods, that may be used include high-pressure water blasting (3500 psig at the nozzle), water jetting, dry abrasive blasting along with other additional method(s) in accordance with following industry accepted standards:
 - SSPC SP-13/NACE No. 6: Surface Preparation of Concrete,
 - ASTM D-4258: Standard Practice for Surface Cleaning Concrete for Coating and ASTM-D-4259: Standard Practice for Abrading Concrete,
 - NACE/SSPC Standards for the surface preparation of steel.
- Whichever method(s) are used, they shall be performed in a manner that provides a uniform, sound, clean, and neutralized surface suitable for the specified coating product(s).

4.4 Application of Repair/ Resurfacing Product

- Repair/ resurfacing products as per section 3.2 shall be used to fill voids, bugholes, and other surface defects which may affect the performance or adhesion of the coating product(s).

4.5 Application of Coating Product

- Application procedures shall conform to the recommendations of the coating product(s) manufacturer, including environmental controls, product handling, mixing, application equipment, and methods.

- Spray equipment shall be specifically designed to accurately ratio and apply the coating product(s) and shall be in proper working order.
- Prepared surfaces shall be coated via spray application of the coating product(s) described herein unless otherwise recommended by the coating product manufacturer.

4.6 **Testing and Inspection**

- Coating system thickness shall be inspected to ensure compliance with the specifications herein.
 - During application a wet film thickness gauge, meeting ASTM D4414 - Standard Practice for Measurement of Wet Film Thickness of Organic Coatings by Notched Gages, shall be used. A minimum of three readings per 200 square foot area shall be recorded. Documentation on thickness readings shall be conveyed to the inspector on a daily basis during the coating application.
 - After the coating product(s) have cured in accordance with manufacturer recommendations, coating system thickness may be measured according to SSPC-PA 9 - Measurement of Dry Coating Thickness on Cementitious Substrates Using Ultrasonic Gages.
- After the coating product(s) have cured in accordance with manufacturer recommendations, all surfaces shall be inspected for holidays as per NACE RPO 188-99 Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates or ASTM D4787 Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates. All detected holidays shall be marked and repaired according to the coating product(s) manufacturer's recommendations.
 - Test voltage shall be a minimum of 100 volts per mil of coating system thickness.
 - Detection of a known or induced holiday in the coating product shall be confirmed to ensure proper operation of the test unit.
 - All areas repaired shall be retested following cure of the repair material(s).
 - In instances where high voltage holiday detection is not feasible a close visual inspection shall be conducted and all possible holidays shall be marked and repaired as described above.
 - Documentation of areas tested, equipment employed, results, and repairs made shall be submitted to the Owner/Engineer by Contractor.
- Adhesion of the coating system to the substrate shall be confirmed in a minimum of 10% of the manholes coated. After the coating product(s) have cured in accordance with manufacturer recommendations, testing shall be

conducted in accordance with ASTM D7234 Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers. Owner's representative shall select the manholes or areas to be tested.

- Visual inspection shall be made by the Engineer and/or his representative. Any deficiencies in the finished coating affecting the performance of the coating system or the operational functionality of the structure shall be marked and repaired, within one week of notification, according to the recommendations of the coating product(s) manufacturer. The final manholes shall be completely free of defects.

PART 5 Method of Measurement and Payment

- Payment for MANHOLE REHABILITATION TYPE A,B,C AND E as specified in the plans and specifications will be in accordance with the payment schedule in the Bid Proposal.

****END OF SECTION****

SUPPLEMENTAL SPECIFICATIONS

(73.1) **Project Submittals:** The following listed items are the full responsibility of the Contractor, and shall be made part of the administrative duties imposed upon this Contract. The Contractor shall be responsible for submitting all detail items prior to the contract Notice of Commencement, or as directed by the City's Project Manager. All items shall be accompanied by a typewritten letter, on Company letterhead, clearly describing what is being submitted. If Contractor elects to fax any documentation due to expediency, the Contractor will be responsible for submitting hard copy for project documentation. Any and all information not clearly legible will be rejected. **All project submittals should be submitted with four copies, unless otherwise denoted.**

Contractor will clearly affix a label or stamp identifying the submittal and its status for project review. All actions other than "no exception taken" will require supporting notation or information for project review.

Submittals shall be made in sufficient time to allow at least 10 business days for City's review and execution. The City Project Manager shall assist the Contractor with any questions or clarification during this process to ensure timely response to the Contractor.

Payment for the performance of the work hereafter listed shall not be paid for directly, and shall be considered as a subsidiary obligation of the Contractor.

1. Shop Drawings
2. Preconstruction Video
3. Progress Schedule
4. Release Statement for Disposal of Excavated Material
5. Traffic Control Plan
6. Contractor and Subcontractor Emergency Contact List
7. Statements of Final Compliance

1. Shop Drawings

- a) Upon written request from the Engineer, the Contractor shall submit detailed drawings, acceptable catalog data, specification and material certifications for all materials and/or equipment specialized or required for the proper completion of the work.
- b) Shop Drawings shall be submitted in not less than four (4) copies to the Engineer.
- c) Shop Drawings shall be submitted in proper sequence of construction to cause no delay in the work. The Engineer shall be given ten (10) business days to review submittals. The Contractor's failure to transmit appropriate submittals to the Engineer sufficiently in advance of work shall not be grounds for time extension. Also, no work shall be performed requiring shop drawings until same have been approved by the Engineer.
- d) Each Shop Drawing shall be labeled with the following:
 1. Project Name
 2. General Project Number (GP 1138)
 3. Name of Contractor
 4. Name of Subcontractor (if applicable)

5. Name and Address of Supplier and/or Manufacturer
 6. Log Reference Number
 - e) The Contractor is responsible for reviewing and approving all shop drawings prior to submittal. The Engineer's review shall not be construed as placing on himself any responsibility for the accuracy of said drawings.
2. **Preconstruction Video:** Prior to actual construction, the Contractor shall have taken televised pictures of the entire length and width of the work site.
- a) The Contractor shall notify the Engineering Department prior to scheduling the televising of the site. A representative of the Engineering Department shall be present when video is taken.
 - b) Video cassettes shall be equal to Scotch Videocassette T-120, cassette enclosed in vinyl plastic box. The video and audio recordings shall be compatible for replay on standard VHS video cassette recorder. DVD disks may be submitted as alternate medium with the Engineer's approval.
 - c) The video portion of the cassette shall have continuous time and date incorporated into it. Cassettes shall be numbered consecutively along the site of the work. The locations and person(s) doing the work shall also be recorded.
 - d) All cassettes shall become the property of the Engineer, and shall be submitted to and accepted in full by the Engineering Department prior to the start of construction.
3. **Progress Schedule:** The Contractor shall provide to the City, as mutually agreed upon at the Contract's Preconstruction meeting, a graphic progress schedule, which shall include the following:
- a) Progress schedule as a minimum to be prepared in **CRITICAL PATH METHOD FORMAT (CPM)**. The schedule shall be submitted, as a minimum, on 11" x 17" format for clarity and any necessary notations. Progress schedule shall include all work activities relative to the project, as further described in the Contract. Activities and rate of expected progress to secure completion as set forth in the Contract shall be shown on the schedule. Contractor to annotate any milestones that may be indicated in the Contract. Project completion date shall be clearly defined on the original schedule and all ensuing schedules provided.
 - b) Schedules shall be updated, as a minimum, every 30 days, or as agreed to by the City's Project Manager.
4. **Release Statement for Disposal of Excavated Materials**
- (a) The Contractor shall provide to the City a written consent statement from all property owners that may be used as landfill depositories for all surplus or unsuitable excavated material from the project site.
 - (b) The Contractor shall follow ODOT 203.05 for specific guidelines and name the "City of Canton" in lieu of "the Department" on all forwarded documents.
5. **Traffic Control Plan:** Contractor shall submit a graphical presentation or written document detailing the signage to be used and its location for maintenance of traffic. If traffic control will be performed in stages, submit a plan for each stage. Any proposed detours should be

approved by the Engineer prior to plan submission.

6. **Contractor and Subcontractor Emergency Contact List:** Contractor shall submit to the Engineer, prior to commencing construction, a complete list of the Contractor's personnel associated with the project. List should include name, title, and emergency contact phone numbers for each individual.
7. **Statements of Final Compliance:** The Contractor shall submit to the City the following documentation, in addition to the Project's General Conditions. All submittals shall be completed and approved prior to the release of the final retainer.
 - a) Certificates of Substantial and Final Completion. Contractor to submit in writing, the date on which work is substantially completed and upon Final Completion. Any deviation from the stated contract completion date to what is being submitted shall be explained further by the Contractor. The City, at their discretion, will further review this subject, as needed.
 - b) Final Waiver of Lien
Contractor shall furnish a written report indicating the resolution of any and all property damage claims filed with Contractor by any party during the contract period. The information shall include the name of claimant; date filed with Contractor; name of Insurance Company and/or Adjustor handling the claim; how the claim was resolved; if claim was not resolved for the full amount, a statement indicating the reason for such action. If there were no damage claims filed with the Contractor, then this shall be so stated in the report.

(73.2) **Asphalt Price Adjustment:** The contract items for asphalt concrete pavement are **NOT** eligible for price adjustment as specified in the State of Ohio Department of Transportation Construction Manual, Section 401.20

SPECIAL PROVISIONS

(74) These Special Provisions elaborate upon, clarify and amend some of the Specifications and clauses of the Contract documents; they are a part of the Contract documents and change and amend those found elsewhere only in the manner and to the extent stated.

Federal Government Participation:

An agency of the Government may be participating financially in this project. Attention is called to the various requirements of the Federal Government in connection with this contract, all of which are contained herein, and especially to those pertaining to Labor Standards and non-discrimination in employment.

Equal employment opportunity

The Contractor will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of rules, regulations, and relevant orders of the Secretary of Labor.

E.E.O. Requirements:

All bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. E.E.O. Booklet and Compliance Forms will be supplied to you by the Office of Neighborhood Development of the City of Canton, the completion of which is one of the contract requirements. This form must be satisfactorily completed and reviewed, and your company must be in compliance prior to the awarding of contracts. The Board of Control will not consider any awarding of contracts until the company is fully in compliance with the requirements of Section 507.03 (b) of the Canton City Code.

Chapter 507 Equal employment opportunity in public contracts

- 507.01 Definitions.
- 507.02 Administration of program.
- 507.03 Equal employment opportunity clause.
- 507.04 Contract compliance requirements.
- 507.05 Pre-award conference.
- 507.06 Project site reports.
- 507.07 Canton Hometown Plan.
- 507.08 Construction contracts involving the Canton Hometown Plan.
- 507.09 Exemptions for contracts not involving Canton Hometown Plan.
- 507.10 Intergovernmental cooperation.
- 507.11 Severability clause.

CROSS REFERENCES

Unlawful discriminatory practices - see Ohio R. C. 4112.02

Contracts - see ADM. Ch. 105

Unlawful interest in public contract - see GEN. OFF. 525.10

507.01 Definitions.

As used in this chapter, certain terms are defined as follows:

(a) "Discriminate" and "discrimination" means to distinguish, differentiate, separate or segregate solely on the basis of race, religion, color, sex or national origin.

(b) "Contractor" means any person, partnership, corporation, association or joint venture, and includes each and every subcontractor on such a contract and every supplier of equipment or supplies.

(c) "Subcontractor" means any person, partnership, corporation, association or joint venture which supplies any of the work, labor, services, supplies, equipment, materials or any combination of the foregoing under a contract with the contractor on a public contract.

(d) "Public Contract" means any contract awarded by the City whereby the City is committed to expend or does expend its funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit or permit agreement whereby the City leases, grants or demises property of the City or otherwise grants a right or privilege to occupy or use property of the City.

(e) "Bidder" means any person, partnership, corporation, association or joint venture seeking to be awarded a public contract.

(f) "Construction contract" means any public contract for the construction, rehabilitation, alteration, conversion, extension or repair of buildings, streets or other improvements to real property. (Ord. 179-74. Passed 6-17-74.)

507.02 Administration of program.

The Executive Secretary of the City Fair Employment Practices Commission, hereinafter referred to as the Executive Secretary, with the assistance of the Director of Public Safety, shall administer and enforce the provisions of this chapter and shall adjust, promulgate and enforce rules and regulations relating to any matter or thing pertaining to the administration and enforcement of the provisions of this chapter. (Ord. 179-74. Passed 6-17-74.)

507.03 Equal employment opportunity clause.

(a) Except as provided in Sections 507.07 and 507.08, all public contracts hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500) shall incorporate an equal employment opportunity clause which shall read as follows:

(b) During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex or national origin. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

(2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

(3) The Contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The Contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.

(5) The Contractor shall take such action with respect to any subcontractor as the City may direct as means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

(6) The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

(7) The Contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the Contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:

A. Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor or subcontractor is in compliance with the

provisions of this contract.

B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the Contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

C. Cancellation of the public contract and declaration of forfeiture of the performance bond.

D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined. (Ord. 179-74. Passed 6-17-74.)

507.04 Contract compliance requirements.

(a) All notices to prospective bidders published on behalf of the City shall include, as a part of the contract specifications, the condition that all bidders will be required to comply with the City Contract Compliance Program regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the department, division or other agency letting the contract.

(b) Each bidder shall file, as part of the bid documents, contract employment reports with the City contracting agency or as may be directed by the City or its representative. Such contract employment reports shall include such information as to the employment practices, policies, programs and statistics of the Contractor and shall be in such form as the City may prescribe. (Ord. 179-74. Passed 6-17-74.)

507.05 Pre-award conference.

Following receipt and review of the employment information submitted by the bidders and prior to the award of a contract, the apparent successful bidder and his known major subcontractors shall be required to attend a pre-award conference if called by the Executive Secretary, at which time such bidder and major subcontractors shall submit affirmative action programs to promote equal opportunity in employment. The Executive Secretary shall determine whether or not the apparent successful bidder has complied with this chapter and shall submit his determination and recommendation thereon to the Mayor, the director of the department or division involved and the Board of Control. In the event that a contractor did not comply under the terms of this chapter, he shall be afforded a hearing before the Mayor, the City Solicitor and the President of Council within ten days from the date that such contractor is notified of his noncompliance. (Ord. 179-74. Passed 6-17-74.)

507.06 Project site reports.

Subject to Sections 507.07 and 507.08, where a construction contract exceeds ten thousand dollars (\$10,000), a project site report shall be completed and submitted by the Contractor and any subcontractor not more than ninety days from the beginning of work on the site. Such project site report shall include such information as to the employment practices and statistics of the Contractor and each subcontractor and shall be in such form as the Executive Secretary may prescribe. Where

the term of the contract exceeds ninety days, such project site report shall be submitted once every ninety days or more frequently if the Executive Secretary determines that such submittal is deemed necessary for continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the Contractor for transmittal to the City. Post award reports shall be reviewed as one means of determining contract compliance. (Ord. 179-74. Passed 6-17-74.)

507.07 Canton Hometown Plan.

The Canton Hometown Plan which is composed of the East Ohio Building and Construction Trades Council, a coalition of employer associations consisting of the Ohio Contractors Association of East Central Ohio, other employers' groups and the Black Coalition of Canton is hereby adopted by reference and made a part hereof as though fully rewritten herein. (Ord. 179-74. Passed 6-17-74.)

507.08 Construction contracts involving the Canton Hometown Plan.

All construction contracts hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500) which involve contractors who are signatories and in compliance of the Canton Hometown Plan shall not be governed by the equal employment opportunity clause herein, but shall comply with the requirements and terms of the Canton Hometown Plan, providing the Canton Hometown Plan:

- (a) Is in full force and effect at the time of the contract;
- (b) Is approved by the proper Federal and/or State authorities; and
- (c) Through its administrative or executive committee on a regular basis beginning on September 1, 1974, files quarterly reports with the Executive Secretary.

In the event one or more of the conditions enumerated in subsections (a), (b) and (c) hereof are not in effect, or a contractor is not a signatory of the Canton Hometown Plan and in compliance herewith, at the time the construction contract is entered with the City as herein provided, such construction contracts shall be governed by the equal opportunity clause herein. (Ord. 179-74. Passed 6-17-74.)

507.09 Exemptions for contracts not involving Canton Hometown Plan.

All construction contract hereinafter entered by the City in excess of one thousand five hundred dollars (\$1,500), which involve contractors who are not signatories of the Canton Hometown Plan and have in their employ four or less persons, shall be exempted from the application of the equal employment opportunity clause provided herein. (Ord. 179-74. Passed 6-17-74.)

507.10 Intergovernmental cooperation.

In the event specific discriminatory practices are found to exist in the administration and enforcement of this chapter, in addition to the sanctions that may be imposed as provided by the terms of the contract, the City may forward all pertinent information to the appropriate Federal and State agencies. (Ord. 179-74. Passed 6-17-74.)

507.11 Severability clause.

Sections 507.01 through 507.10, inclusive, and each part of such sections are hereby declared to be independent sections and parts of sections; and notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent that if any provisions of such sections or the application thereof to any person or circumstance is held invalid, the remaining sections or parts of sections and the application of such provision to any person or circumstances, other than those as to which it is held invalid, shall not be affected thereby. It is hereby declared that this chapter would have been passed independently of such sections, or parts of a section, so held to be invalid. (Ord. 179-74. Passed 6-17-74.)

**NOTICE OF FACTORS TO BE CONSIDERED IN DETERMINING
THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF
PUBLIC IMPROVEMENTS AND QUESTIONNAIRE IN ACCORDANCE
WITH CANTON ORDINANCE 86/2009, CHAPTER 105.01**

NOTICE

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01, a copy of which is included in these specifications.

QUESTIONNAIRE

When completing Bid Form #12, please submit your answers, separately, on your company letterhead and attach to Bid Form #12.

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.
8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engages within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
14. Please describe any violations of the worker compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.
19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
21. Please state whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3) of Ordinance 86/2009, and their job descriptions or trade specialties that the bidder will employ on the public contract.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

PERFORMANCE BOND AFFIDAVIT

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED.

AFFIDAVIT

Now comes _____, the duly
authorized representative of _____,
(name of company)

A bidder in City Project _____
(name of project)

And hereby desposes and states under oath that the _____
(name of bidder's

_____ shall employ all local labor for all work to be performed on
company)

City Project _____

In the event said bidder is awarded the contract for said Project.

Authorized Signature of Company

Sworn to and subscribed before me this _____ day of _____,
20____.

Name of Notary Public

My Commission Expires:

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL CONDITIONS/CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to the City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department, (330) 430-7900.

GENERAL CONDITIONS

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited, to the following:

1. Section 105.01 - **SEE ORDINANCE 86/2009.**
2. Section 105.03 - U.S. steel usage required; exceptions.
3. Section 105.05 - Materials to be purchased locally.
4. Section 105.12 - Local preference.

Copies of the text of the above-noted Ordinance Sections are attached to these bid documents for bidders' review and compliance.

JM/jc
4/23/09
1221

By: Joe Carbenia, Ward 9 Councilmember

② 1st Reading 4/27/09

Referred to CLED : JUD

Donald E. Caser

⑥ 2nd Reading 5/11/09

⑬ 3rd Reading 5/18/09

PASSED: 6/18/09

Bill J.

Bill J.

May 16 2009

Recorded in Volume _____ Page _____

Rec'd 5/11/09 6:42 PM Pod

****AMENDED**

ORDINANCE NO. 86/2009

AN ORDINANCE AMENDING CHAPTER 105, CONTRACTS, OF TITLE ONE - GENERAL PROVISIONS OF THE CODIFIED ORDINANCES OF THE CITY OF CANTON

~~WHEREAS, throughout the United States, private and public construction users have regularly utilized and required project labor agreements to establish uniform terms and conditions of employment for contractors and craft construction employees; and, project labor agreements have been shown to provide an effective mechanism for overall construction project staffing, planning and labor stability on job sites; and~~

WHEREAS, uniformity of terms and conditions and efficient administration of public works is especially needed given the current levels of unemployment generally, and more profoundly in the construction industry; and

WHEREAS, the City has determined that the continued growth and health of the construction industry in the city of Canton and Stark County is vital to the growth and stability of the general economy of the city of Canton; and

~~WHEREAS, project labor agreements are legal under federal and Ohio law, have been successfully utilized on a large number of major public improvement projects throughout the United States, and neither union nor non-union contractors and employees are precluded from competitively bidding or working under project labor agreements; and~~

~~WHEREAS, in order to provide for project labor agreements with the East Central Ohio Building and Construction Trades Council, AFL-CIO and its affiliated local unions for construction projects undertaken by the city of Canton, amendments are required to Chapter 105, Contracts, of the Codified Ordinances;~~

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.01, Procedures to Determine Lowest and Best Bid for Construction of Public Improvements, of the Codified Ordinances is amended to read as follows:

105.01 CONSTRUCTION CONTRACTS.

(a) Definitions.

For purposes of this chapter, the following definitions shall apply:

- (1) "Public Contract" or "Construction following:

A. Any new construction of any public improvement, the total overall project cost of which is estimated to be more than ~~\$50,000.00~~ and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio R.C. 4115.034; or

**AMENDED

\$100,000.00

B. Any construction, reconstruction, improvement, enlargement, renovation, alteration, repair, painting or decorating of any public improvement, which is estimated to be more than \$20,000.00 and performed by other than full-time employees of the City who have completed their probationary periods in the classified service. Determination of project cost shall be subject to the biennial increase or decrease provided for by Ohio RC. 4115.034.

- (2) "Public improvement" includes all buildings, roads, streets, alleys, sewers, ditches, sewage disposal plants, water works and all other structures or works constructed by the City or by any person or entity, who, pursuant to a contract with the City, constructs any public improvement for the City. A public improvement shall be considered as one project where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the project, evidences the undertaking of a single public improvement pursuant to Ohio R.C. 4115.033 and O.A.C. 4101:9-4-17.

- (3) "Local employee" means:

A. A person residing within the City of Canton or Stark County;

- B. A person working for a contractor or from a pool of labor located within the City of Canton or Stark County; or
- C. Due to the specialty nature of the employment to be performed, where a suitable person meeting either subsection (a)(3)A. or B. hereof is not available, a person residing or working within a location as close to Canton as is available. A "suitable person" means a person who is qualified to perform the work or trainable within a reasonable period of time.

(b) Project Labor Agreements.

- (1) In connection with the public bidding and contract awarding process for every proposed public contract or construction project, the Mayor, or his designee, shall evaluate whether a project labor agreement will advance the City's procurement interest in cost, efficiency, and quality while promoting labor-management stability as well as compliance with applicable legal requirements governing safety and health, equal employment opportunity, labor and employment standards, and other related matters.
- (2) If the Mayor, or his designee, determines that a project labor agreement will serve the goals set forth above, the Mayor, or his designee, shall negotiate a project labor agreement with the East Central Ohio Building and Construction Trades Council and its affiliated local unions, or said Council's successor.
- (3) The bidding documents for each such construction project shall contain a written provision requiring the successful bidder to comply with and adhere to all of the provisions of any project labor agreement negotiated by the Mayor for the project.
- (4) The City shall not thereafter enter into any contract with the successful bidder for the construction of any such city building unless the contract contains a provision requiring the successful bidder, and all of the bidder's contractors and subcontractors, to comply with and adhere to the provisions of the negotiated project labor agreement.
- (5) If the Mayor, or his designee, with respect to any proposed construction project, determines that a project labor agreement will not serve the goals set forth in subsection (b)(1), the Mayor shall submit a written report to the Clerk of Council that shall state the reasons for concluding that a project labor agreement for the project will not substantially further the purposes of this section.

(c) Bids and Required Bidder Information.

Upon Council approval, the Director of Public Service and/or Director of Public Safety shall advertise and accept bids for a construction project in accordance with the following procedures:

- (1) Contracts shall be bid as follows:
 - A. An aggregate bid from a general contractor; or
 - B. Separate bids for work and materials from multiple prime contractors.
- (2) Bidders for all proposed construction projects shall be required to furnish the following information:
 - A. The work, supplies and materials covered by the bidder's bid.
 - B. Identification of all work to be subcontracted. All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.
 - C. Descriptions of bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a Substantial portion of the project with its own forces.
explanations of the same.
 - E. The number of years the bidder has been actively engaged as a contractor in the construction industry.
 - F. The bidder's recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
 - G. Identification of any projects within the previous five years that the bidder was determined by a public entity not to be a

responsible bidder, the reasons given by the public entity, together with an explanation thereof.

- H. Demonstration of financial responsibility to assure that the bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
- I. Disclosure of any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed profession.
- J. Disclosure of any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.
- K. Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
- L. Disclosure of any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years.
- M. Disclosure of allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
- N. Disclosure of violations of the workers compensation law.
- O. Disclosure of any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.

- P. Disclosure of any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- Q. Documentation that the bidder provides health insurance and pension benefits to its employees.
- R. The experience and the continuity of the bidder's work force.
- S. The identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- T. The identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialties.
- U. Whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3), and their job descriptions or trade specialties that the bidder will employ on the public contract.
- V. When a bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, the reasons therefor.
- W. When a bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, the reasons therefor.
- X. Whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
- Y. Whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
- Z. Whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

(d) Each factor enumerated in subsection (c)(2), standing alone, shall not be considered as determinative of the lowest and best bid. The City shall have complete discretion in assessing the level of importance to be placed upon anyone or more of the factors enumerated and in determining the lowest and best bid and in awarding the construction contract.

(e) All bid invitations and specifications for construction, repair and renovation work shall advise prospective bidders of all of the factors that will be taken into consideration by the Board of Control in determining whether a bid is not only the lowest but the "best" bid. Bid specifications shall contain provisions conforming to this chapter, including a form or forms to enable a bidder to provide evidence to the Board of Control of the bidder's compliance with, adherence to, or satisfaction of, the various factors that shall be considered by the Board in determining the lowest and best bid.

Section 2. Section 105.08, Capital Improvement Projects, of the Codified Ordinances is repealed.

Section 3. Paragraph (a) to Section 105.12, Local Bidder Preference, of the Codified Ordinances is amended to read as follows:

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 5. This ordinance shall take effect from and after the earliest period allowed

PASSED May 16, 2009

PASSED May 16, 2009

ATTEST May 18, 2009

Cynthia Amherst
Clerk of Council

Donald E. Carr
President of Council Pro Tem

APPROVED

Mike
Mayor Pro Tem

TMB/oar
5/6/97
2155

By: Thomas M. Bernabel, Law Director (2) 1st Reading MAY 12 1997
RDL by AF - 5/19/97

Referred to Supervisor

(16) 2nd Reading JUN 02 1997
3rd Reading JUN 02 1997
PASSED: JUN 02 1997

Margaret Miller
James H. Harts
Robert J. Davis
Richard J. Smith
Arthur J. Smith

Recorded in Volume _____ Page REC'D 5-30-97 8:00 A.M. SW

ORDINANCE NO. 112/97

AN ORDINANCE AMENDING SECTION 105.12, LOCAL PREFERENCE, AND SECTION 181.09, INVESTIGATIONS; INFORMATION CONFIDENTIAL; PENALTY FOR DIVULGENCE; RECORDS TO BE KEPT FOR FIVE YEARS, OF THE CODIFIED ORDINANCE OF THE CITY OF CANTON

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANTON, STATE OF OHIO, THAT:

Section 1. Section 105.12, Local Preference, of the Codified Ordinances of the City of Canton, be and the same is hereby amended to read as follows:

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of ~~\$40,000.00~~, than the low dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

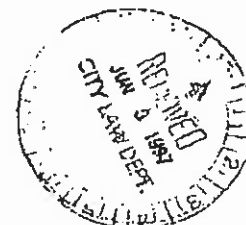
(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract: (i) is a resident of the City and/or has its principal place of business in the City; and (ii) which has filed a City of Canton "Resident" Income Tax Return for the past two (2) tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of ~~\$40,000.00~~ and which require bidding \$100,000.00 pursuant to Ohio R.C. 735.05 through 735.08 and Ohio R.C. 737.03.

*Per Ord. 86/2009, the amount of \$10,000.00 has been increased to \$100,000.00.



105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

105.04 EMERGENCY CONTRACTUAL PROCEDURES.

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

- (1) Describe the nature of the emergency;
- (2) Provide the various alternatives being provided to correct the problem;
- (3) Name the appropriate department head charged with the responsibility of coping with the emergency;
- (4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
- (5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
- (6) Provide the estimate cost for such an undertaking if this information is available; and
- (7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material

for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

105.05 MATERIALS TO BE PURCHASED LOCALLY.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

105.12 LOCAL BIDDER PREFERENCE.

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City;
- and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

(c) All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

(Ord. 112-97. Passed 6-2-97.)

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.

(Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

105.13 STATE COOPERATIVE PURCHASING WITH ODOT.

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section. (Ord. 52-99. Passed 3-29-99.)

105.14 CHANGE ORDERS TO CONTRACTS.

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31-2000. Passed 2-14-00.)

ADDITIONAL REQUIREMENTS AND/OR CONDITIONS

Notwithstanding any provision to the contrary, this Agreement shall be governed by Ohio Law.

Supplier agrees that Canton's specifications and bid documents shall be incorporated and made a part of any subsequent contract entered by the parties. Further, the terms, conditions and provisions found in Canton's specifications and bid documents shall supersede and control any subsequent contract provision to the contrary.

Once a contract has been fully executed by both parties, said contract shall be binding upon the parties' heirs, successors and assigns.

Supplier shall not assign or transfer any interest under this Agreement without the express written consent of Canton.

Supplier agrees to indemnify and hold harmless the City of Canton, Ohio, its employees and agents from and against any and all demands, claims, causes of action, or judgments arising from any injury or death to persons or damage to property as a result of any act or omission by Supplier, its agents, employees or subcontractors. Nothing herein shall be construed to hold Supplier liable for Canton's negligence.

Supplier's liability to the City of Canton for default shall not be limited and the City of Canton shall be entitled to all damages permitted under Ohio law upon Supplier's breach, default or non-performance under this Agreement.

A waiver of a breach of any of the terms or conditions of the contract will not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of contractor of any obligation shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach of any term or condition of the contract, or in the exercise by either party of any right under the contract, shall not be construed as a waiver.

When it appears to the contractor during the course of construction that any work does not conform to the provisions of the contract documents it will make necessary corrections so that such work will conform, and in addition, will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a subcontractor, appearing with one year from the date of issuance of a certificate of substantial completion or within such longer periods as may be prescribed by law or as may be provided for by applicable special guarantees or warranties in the contract documents.

NOTICE OF WITHDRAWAL

PLEASE NOTE THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS/HAVE BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF THE BID(S), IN ACCORDANCE WITH THE ABOVE PROCEDURE, THE CITY RESERVES THE RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

BIDDER INFORMATION

1. The Bidder shall provide the following information as part of its bid.

- a. Name of Bidder _____
- b. Business Address _____

City State Zip
- c. Business Telephone Number (____) _____

- d. Person, address, and
telephone to whom official
notices are to be sent _____

- e. Person, address and
telephone for further
information regarding
this proposal _____

- f. State(s) of incorporation
(w/dates of incorporation) _____

- g. Principal place of business _____
- h. Working days necessary to
days complete project _____
- i. Federal I.D. Number # _____
- j. Amount of Certified Check,
Cashier's Check, Bid Bond \$ _____

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other _____

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this _____ day of _____, 20 _____.

Contractor

By _____
(Signature of individual, partner or officer signing the proposal.)

PLEASE NOTE

IF YOUR BUSINESS IS INCORPORATED, YOU ARE REQUIRED TO SUBMIT A COPY OF YOUR CORPORATE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER. THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

LISTING OF SUBCONTRACTORS

The Bidder shall set forth the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor. Note that subcontractors are distinguishable from suppliers.

Subcontractor – An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

Supplier – A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion itself.

CERTIFICATION

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the
State of Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of

_____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of

_____, 20 _____

(Notary Public)

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE
---------------------------------	------

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

Terrorist Exclusion List

As of March 2009

U.S. Department of State List of Designated Foreign Terrorist Organizations

1. Abu Nidal Organization (ANO)
2. Abu Sayyaf Group
3. Al-Aqsa Martyrs Brigade
4. Ansar al-Islam
5. Armed Islamic Group (GIA)
6. Asbat al-Ansar
7. Aum Shinrikyo
8. Basque Fatherland and Liberty (ETA)
9. Communist Party of the Philippines/New People's Army (CPP/NPA)
10. Continuity Irish Republican Army
11. Gama'a al-Islamiyya (Islamic Group)
12. HAMAS (Islamic Resistance Movement)
13. Harakat ul-Mujahidin (HUM)
14. Hizballah (Party of God)
15. Islamic Jihad Group
16. Islamic Movement of Uzbekistan (IMU)
17. Jaish-e-Mohammed (JEM) (Army of Mohammed)
18. Jemaah Islamiya organization (JI)
19. al-Jihad (Egyptian Islamic Jihad)
20. Kahane Chai (Kach)
21. Kongra-Gel (KGK, formerly Kurdistan Workers' Party, PKK, KADEK)
22. Lashkar-e Tayyiba (LT) (Army of the Righteous)
23. Lashkar i Jhangvi
24. Liberation Tigers of Tamil Eelam (LTTE)
25. Libyan Islamic Fighting Group (LIFG)
26. Moroccan Islamic Combatant Group (GICM)
27. Mujahedin-e Khalq Organization (MEK)
28. National Liberation Army (ELN)
29. Palestine Liberation Front (PLF)
30. Palestinian Islamic Jihad (PIJ)
31. Popular Front for the Liberation of Palestine (PFLP)
32. PFLP-General Command (PFLP-GC)
33. al-Qa'ida
34. Real IRA
35. Revolutionary Armed Forces of Colombia (FARC)
36. Revolutionary Nuclei (formerly ELA)
37. Revolutionary Organization 17 November
38. Revolutionary People's Liberation Party/Front (DHKP/C)
39. Salafist Group for Call and Combat (GSPC)
40. Shining Path (Sendero Luminoso, SL)
41. Tanzim Qa'idat al-Jihad fi Bilad al-Rafidayn (QJBR) (al-Qaida in Iraq) (formerly Jama'at al-Tawhid wa'al-Jihad, JTJ, al-Zarqawi Network)
42. United Self-Defense Forces of Colombia (AUC)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

U.S. Department of State Terrorist Exclusion List

1. Afghan Support Committee (a.k.a. Ahya ul Turas; a.k.a. Jamiat Ayat-ur-Rhas al Islamia; a.k.a. Jamiat Ihya ul Turath al Islamia; a.k.a. Lajnat el Masa Eidatul Afghanistan)
2. Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Waldenberg, AG)
3. Al-Hamati Sweets Bakeries
4. Al-Ittihad al-Islami (AIAI)
5. Al-Manar
6. Al-Ma'unah
7. Al-Nur Honey Center
8. Al-Rashid Trust
9. Al-Shifa Honey Press for Industry and Commerce
10. Al-Wafa al-Igatha al-Islamia (a.k.a. Wafa Humanitarian Organization; a.k.a. Al Wafa; a.k.a. Al Wafa Organization)
11. Alex Boncayao Brigade (ABB)
12. Anarchist Faction for Overthrow
13. Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
14. Asbat al-Ansar
15. Babbar Khalsa International
16. Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
17. Black Star
18. Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
19. Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
20. Darkazanli Company
21. Dhamat Houmet Daawa Salafia (a.k.a. Group Protectors of Salafist Preaching; a.k.a. Houmat Ed Daawa Es Salafiya; a.k.a. Katibat El Ahoual; a.k.a. Protectors of the Salafist Predication; a.k.a. El-Ahoual Battalion; a.k.a. Katibat El Ahouel; a.k.a. Houmate Ed-Daawa Es-Salafia; a.k.a. the Horror Squadron; a.k.a. Djamaat Houmat Eddawa Essalafia; a.k.a. Djamaatt Houmat Ed Daawa Es Salafiya; a.k.a. Salafist Call Protectors; a.k.a. Djamaat Houmat Ed Daawa Es Salafiya; a.k.a. Houmate el Da'awaa es-Salafiyya; a.k.a. Protectors of the Salafist Call; a.k.a. Houmat ed-Daaoua es-Salafia; a.k.a. Group of Supporters of the Salafiste Trend; a.k.a. Group of Supporters of the Salafist Trend)
22. Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkistan Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
23. First of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
24. Harakat ul Jihad i Islami (HUJI)
25. International Sikh Youth Federation
26. Islamic Army of Aden
27. Islamic Renewal and Reform Organization
28. Jamiat al-Ta'awun al-Islamiyya
29. Jamiat ul-Mujahideen (JUM)
30. Japanese Red Army (JRA)
31. Jaysh-e-Mohammed
32. Jayshullah
33. Jerusalem Warriors
34. Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
35. Libyan Islamic Fighting Group
36. Loyalist Volunteer Force (LVF)
37. Makhtab al-Khidmat
38. Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combattant Marocain)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

39. Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
40. New People's Army (NPA)
41. Orange Volunteers (OV)
42. People Against Gangsterism and Drugs (PAGAD)
43. Red Brigades-Combatant Communist Party (BR-PCC)
44. Red Hand Defenders (RHD)
45. Revival of Islamic Heritage Society (Pakistan and Afghanistan offices -- Kuwait office not designated) (a.k.a. Jamia Ihya ul Turath; a.k.a. Jamiat Ihia Al- Turath Al-Islamiya; a.k.a. Revival of Islamic Society Heritage on the African Continent)
46. Revolutionary Proletarian Nucleus
47. Revolutionary United Front (RUF)
48. Salafist Group for Call and Combat (GSPC)
49. The Allied Democratic Forces (ADF)
50. The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
51. The Lord's Resistance Army (LRA)
52. The Pentagon Gang
53. The Riyadus-Salikhin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadus-Salikhin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-as-Saliheen, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadus Salikhin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
54. The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment, a.k.a. the al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
55. Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama'a Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
56. Turkish Hizballah
57. Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
58. Ummah Tameer E-Nau (UTN) (a.k.a. Foundation for Construction; a.k.a. Nation Building; a.k.a. Reconstruction Foundation; a.k.a. Reconstruction of the Islamic Community; a.k.a. Reconstruction of the Muslim Ummah; a.k.a. Ummah Tameer I-Nau; a.k.a. Ummah Tameer E-Nau; a.k.a. Ummah Tameer-I-Pau)
59. Youssef M. Nada & Co. Gesellschaft M.B.H.

U.S. Treasury Department's Designated Charities and Potential Fundraising Front Organizations for FTOs

1. Makhtab al-Khidamat / Al Kifah (formerly U.S.-based, Pakistan)
2. Al Rashid Trust (Pakistan)
3. WAFA Humanitarian Organization (Pakistan, Saudi Arabia, Kuwait, United Arab Emirates)
4. Rabita Trust (Pakistan)
5. Ummah Tameer E-Nau (Pakistan)
6. Revival of Islamic Heritage Society - Pakistan and Afghanistan Branches (Kuwait, Afghanistan, Pakistan)
7. Afghan Support Committee (Afghanistan, Pakistan)
8. Al Haramain Foundation (Indonesia, Kenya, Pakistan, Tanzania, Bosnia, Somalia, Bangladesh, Afghanistan, Albania, Ethiopia, Netherlands, Comoros Islands, and United States branches)
9. Aid Organization of the Ulema (Pakistan)
10. Global Relief Foundation (United States)

OHIO DEPARTMENT OF PUBLIC SAFETY
Division of Homeland Security

11. Benevolence International Foundation (United States):
12. Benevolence International Fund (Canada)
13. Bosanska Idealna Futura (Bosnia)
14. Stichting Benevolence International Nederland (Netherlands)
15. Lajnat al Daawa al Islamiyya (Kuwait, Pakistan, Afghanistan)
16. Al Akhtar Trust (Pakistan)
17. Taibah International (Bosnia)
18. Al Haramain & Al Masjed Al Aqsa Charity Foundation (Bosnia)
19. Al Furqan (Bosnia)
20. Islamic African Relief Agency (IARA) / Islamic Relief Agency (ISRA) (Sudan, United States and 40 other branches throughout the world)
21. The Holy Land Foundation for Relief and Development (United States)
22. Al Aqsa Foundation (United States, Europe, Pakistan, Yemen, South Africa)
23. Comité de Bienfaisance et de Secours aux Palestiniens (France)
24. Association de Secours Palestinien (Switzerland)
25. Interpal (Palestinian Relief & Development Fund) (United Kingdom)
26. Palestinian Association in Austria (Austria)
27. Sanibil Association for Relief and Development (Lebanon)
28. Elehssan Society (Palestinian territories)
29. Aleph (Aum Shinrikyo/Aum Supreme Truth)
30. Rabbi Meir David Kahane Memorial Fund (Kahane Chai and Kach)
- American Friends of the United Yeshiva (Kahane Chai and Kach)
- American Friends of Yeshivat Rav Meir (Kahane Chai and Kach)
- Friends of the Jewish Idea Yeshiva (Kahane Chai and Kach)
31. Irish Republican Prisoners Welfare Association (Real IRA)
32. Socorro Popular Del Peru/People's Aid of Peru (Sendero Luminoso/Shining Path)

INDEX

INDEX

SUBJECTS BY SECTION

A		C	
Abandonment of Contract.....	33	Causes for Non-Award or Rejection of Proposals.....	7, 8, 13, 18, 20
Absence of Engineer.....	26	Certificates, Bidder's Ability, Equipment and Pecuniary Resources.....	20
Acceptance of Work.....	70	Certified Check, Amount of.....	12
Access to Work.....	26	Checks Certified.....	12
Accident and Workmen's Compensation, Liability for.....	68	Chief Engineer, Definition of.....	21
Accounts, Attested.....	40	City, Definition of.....	21
Additional Contracts.....	67	City, Claims for Liability.....	69
Additional Materials and Labor.....	25	City May Construct Sewers, Drains, etc.....	51
Additions to Plans and Specifications.....	37	City, Ordinances and Laws.....	57
Advertisement.....	Page 1	City, Rights of.....	19, 40, 41, 44, 46, 48, 50, 51, 52, 54, 61, 64, 66, 67, 68, 70
Affidavit, submission of.....	16	City, Water, Use and Cost of.....	53
Alterations or Omission of Plans and Specifications.....	37	Claims for Damages.....	25, 42, 44, 69
Amount of Bonds.....	12, 13	Claims for Extra Materials and Work.....	41, 69
Amount Retained.....	66		
Approval of Bonds.....	13	D	
Approximate Quantities.....	40 - 48	Damages, Claim for.....	25, 42, 43, 44
Assignment of Contract.....	14	Damages, Liquidated.....	61
Attested Accounts.....	40, 44	Damages to Property.....	38, 43, 44, 45
		Danger Signals and Barricades.....	45
B		Days, Definition of.....	21
Barricades, Safety Measures.....	34, 35, 45, 46	Decisions.....	21
Bid, Complete.....	5	Defective Materials, Removal of.....	26
Bid, Forfeiture of Deposit With.....	13	Defective Work, Removal of.....	26
Bid, Informal.....	5	Definitions, Director, Engineer, etc.....	21
Bid, Withdrawal or Modification of.....	6	Delays, Claims for Damages for.....	42
Bidder's Bond or Certified Check.....	12	Deposits Required with Bid.....	12
Bidder, Cause for Non-Award to.....	7, 8, 13, 18, 20	Deposit with Bid, Forfeiture of.....	13
Bidders, Instructions to.....	1-20	Detour Signs.....	45
Bidders, to Examine Work.....	1	Director, Definition of.....	21
Bidders, Proposal Blanks.....	Appendix C	Ditches and Trenches, Traffic Regulations.....	46
Bidders, Qualifications of.....	5, 6, 7, 8, 20	Drawings, Alteration of.....	37
Bids, Basis of Comparison.....	10, 15	Drawings, Errors.....	37
Bids, Deposits Required With.....	12	Drawings, Standard.....	72
Bids, How Made.....	1-20	Driveways and Street Crossings.....	46
Bids, Persons Interested.....	9, 11		
Bids, Right to Reject.....	19	E	
Bond, or Certified Check, Bidders.....	12	Employees of Contractor.....	23, 31
Bonds, Amount of.....	13	Engineer, Definition of.....	21
Bondsmen or Sureties, Release of.....	24, 66	Engineer, Absence of.....	21, 26
Borings and Test Pits.....	44	Engineer, Duties of.....	26
Bridges, Temporary for Traffic.....	46	Estimates, How and When Made.....	64, 65
		Estimates, Final.....	65
		Cleaning Up During Progress and Completion of Work.....	48
		Commencing Work, Time of.....	60
		Comparison of Bids, Basis of.....	10, 15
		Compensation, Claims for Extra.....	41, 44, 69
		Compensation, Liability for Accidents and Workmen's.....	44, 68
		Complete Bid.....	5
		Completing Work, Time of.....	60
		Condemned Materials, Removal of.....	26
		Condemned Work, Removal of.....	26
		Contract, Abandonment of.....	33
		Contract, Alterations or Modifications of.....	25
		Contract, Assignment of or Subletting.....	24
		Contract Bond, Amount of.....	13
		Contract, Entering Into.....	13
		Contract, Extensions of Time for completion.....	
			25, 32, 39, 42, 50, 51, 60
		Contract, Forfeiture of.....	33
		Contract, Time of completion.....	60
		Contracts, Additional or Plural.....	67
		Contracts, Subsidiary.....	25
		Contractor, Address of.....	Appendix C
		Contractor, Definition of.....	21
		Contractor, Failure to Execute Orders to.....	23
		Contractor, Foreman or Superintendent.....	23
		Contractor, Liabilities of.....	44
		Contractor, Qualifications of.....	7, 20
		Contractor, Release of.....	24, 66
		Contractor, Right to Supervise.....	51
		Contractor Shall notify.....	53
		Crossing Street.....	46, 49
		Crosswalks, Temporary.....	46

Estoppel, No.....	71
Examine Work, Bidders to.....	1
Excavation, Protection of Trenches, etc.....	56
Existing Surface Fixtures and Structures.....	49
Extra Compensation.....	41, 51, 59
Extra Materials and Work, Claim for.....	41, 51

F

Failure to Execute Orders to Contractor.....	23
Fire Department, Notification of.....	49
Fire Hydrants.....	46, 49
Final Measurements.....	63
Final Estimate.....	65
Fixtures, Existing Surface Structures and.....	49
Fixtures, Existing Sub-Surface Structures and.....	50
Foreman, for Contractor.....	23
Forfeiture of Deposit with bid.....	13
Forfeiture of contract.....	33
Footways, Maintenance of.....	46

G

Gas, and Other Pipes.....	49, 50
Gas and Water Valves.....	46
Grades, and Lines.....	29
Guaranty of Materials and Workmanship.....	70
Guaranty, Period of.....	70
Guaranty, Return of.....	66
Gutters, Kept Open.....	46

H

Hauling Materials on Paved Streets.....	47
Holidays and Sundays, Work on.....	27

I

Incompetent and Skilled Workmen.....	31
Informal Bid.....	4
Injunctions.....	39
Injuries, Liability of contractor for.....	44, 68
Inspection.....	26
Inspection, contractor Liable for Cost of.....	61
Inspectors, Definition, Duties, Power of, etc.....	26
Instructions to Bidders.....	1-29, 67, 72
Insurance.....	68
Interference with Surface Fixtures and Structures.....	49
Interference with Sub-Surface Fixtures and Structures.....	50
Interference with Other Work.....	49, 50, 51
Interference with Traffic.....	32, 35, 45, 46
Intersecting Streets, Work at.....	46

L

Labor, Claim for.....	44
Labor and Materials, Additional.....	25
Labor, Skilled.....	31
Landmarks and Monuments.....	58
Lands, Private.....	38
Last Payment to Terminate Liability of City.....	69
Lawn Spaces.....	34, 43
Laws and Ordinances.....	57
Legal Notice.....	Page 1
Liabilities of Contractor.....	29, 30, 33, 44, 68
Liability for Accidents and Workmen's Compensation.....	44, 68
Liability of City, Last Payment to Terminate.....	69
Lights, Red, etc.....	45

Existing Sub-Surface Fixtures and Structures.....	50
Expiration of Guaranty.....	70
Extension of Time.....	25, 32, 39, 42, 50, 51, 60

Lines and Grades.....	29
Liquidated Damages.....	61
List of Plans.....	72
Location of Work, Major Details and List of Plans.....	72

M

Maintenance.....	46, 49, 52
Materials, Approval of.....	26
Materials, Rejected.....	26
Materials, Delivered on Work, Storing of.....	34, 46
Materials, Claims for.....	44
Materials, Tools, etc., Storing During Suspension.....	35
Materials, Ownership of Old.....	36
Materials and Work, Extra Claims for.....	41, 51
Materials, Hauling on Paved Streets.....	47
Materials and Workmanship, Guaranty of.....	70
Materials and Labor, Additional.....	25
Materials, Inspection of.....	26
Materials, Prices Include.....	59
Materials, Qualifications.....	26
Materials, Removal of Surplus.....	48
Measurements, How Made.....	63
Minority Provisions.....	Appendix B
Monuments and Landmarks.....	58
Modification or Withdrawal of Bid.....	6
Modification of Contract.....	25
Monthly Estimates.....	64

N

Night Work.....	27
Non-Award, Causes for.....	7, 8, 13, 18, 20
Notice, Legal.....	Page 1
Notice to Commence Work.....	30, 60
Notice to Stop Work.....	32, 33
Notifying Fire Department.....	49
Notifying Water Works Department.....	49
Notifying Public Utilities.....	49
No Estoppel.....	71

O

Old Materials, Ownership of.....	36
Omissions or Errors in Plans or Specifications.....	37
Omission, Claims for Damages for.....	42
Order of Procedure of Work.....	30
Orders to contractor.....	23
Ordinances, laws and.....	57
Other Work, Interference With.....	51
Ownership of Old Material.....	36

P

Patents, Liability of Contractor for.....	44
Paved Streets, Hauling Materials on.....	47
Payments, Partial or Estimates.....	64
Payments, Final.....	65
Payment, Last to Terminate Liability of City.....	69
Period of Guaranty.....	70
Persons Interested in Bid.....	9, 11
Pipes and Drains, Existing.....	50
Plans and Profiles, Alterations and Errors in.....	32
Plans, Profiles and Specifications.....	37

Plans, Profiles and specifications, Additions to	37
Plans, List of	72
Plans, submission of by Bidder	16
Prevailing Wages	Appendix A
Prices, How Stated	4, 5
Prices, What to Include	59
Private Property, Protection	38
Private Right-of-Way	38
Procedure of Work, Order of	30
Profiles, Plans, and specifications	37
Puddling Trenches, Ditches and Other Excavations	53

Q

Qualifications of Bidder	5, 6, 7, 8, 20
Qualifications of Sureties	13
Quantities, Statement of Approximate Proposal	Appendix C
Quantities, Change In	15, 42
Quantities, Final Measurement	63

R

Red Lights, etc.	45
Regulations, Traffic	46
Reinforcing Steel	Page 26
Rejection of Bid, Causes for	7, 8, 13, 18, 20
Rejection of Bid, Right	19
Release of Contractor, Bondsman or Surety	24, 66
Release of Liability of City	65
Reletting Contract	33
Removal of Defective Work and Materials	26
Repairs, Special	52
Repairs During construction	26
Repairs During Guaranty Period	70
Retainer, Amount and Period	66
Right of Way, Private	38
Right to Supervision by Contractor	51
Right to Reject Bids	19
Rights of City	
..... 19, 40, 41, 44, 46, 48, 50, 52, 54, 61, 64, 66, 67, 68, 70	
Roadway, Temporary	46
Royalties, Patented Articles and Machinery	44
Rubbish, Removal of	48

S

Safety Measures, Barricades, etc.	34, 35, 45, 46
Sanitary Regulations	55
Samples	62
Samples, Submission of	16
Season for Doing Work	28
Settlements, Defects, etc.	70
Sewers and Ditches, Traffic Regulations	46
Sewers, Drains, etc., City May construct	51
Sewers, Use of Before Completion	54
Shut-Offs	46, 49
Signal Lights	45
Signs, Detours and "Street Closed"	45
Skilled and Incompetent Workmen	31
Special Provisions	Page 26
Special Repairs	52
Specifications, Plans and Profiles	37
Specifications, Plans and Profiles, Alterations or Omissions	37
Specifications, Plans, Profiles, Additions to	37
Specifications, State of Ohio	Page 25
Specifications, Supplemental	Page 25
Stakes, Settings, etc.	29

Profiles and Plans, Alterations and Errors In	37
Progress of Work	33
Property, Damages to Public and Private	38, 43, 45
Proposal Blanks	Appendix C
Proposals, How to Make and What to include	1 to 20 inclusive
Proposals, Opened and Read	14
Protection of Property, Public and Private	38
Protection of Trench and Excavation	56
Public Utilities, Crossings, etc.	49, 50

Standard Drawings	72
Starting and completing work	60
Statements, Submission of	16, 20, 44
Steel Reinforcement	Page 26
Storing Materials Delivered on Work	34, 46
Storing Materials, Tools, etc., During Suspension of Work	35
Streets, Hauling Material on Paved	47
Stopping Work	32, 35
Structures, Surface Fixtures, Existing	49
Structures, sub-Surface Fixtures	50
Sub-Letting or Assignment of Contract	24
Subsidiary contracts	25
Sub-Surface Fixtures and Structures	50
Sundays and Holidays, Work on	27
Superintendent for Contractor	23
Supervision by contractor, right to	51
Supplementary Agreements (see Subsidiary Contracts)	25
Surety, Release of	24
Surface fixtures and Structures, Existing	49
Surplus Materials	36, 48
Suspending the Work	32, 35

T

Temporary Bridges	46
Test Pits or Borings	44
Time, Extension of	25, 32, 39, 42, 50, 51, 60
Time for Doing Work	27
Time of Guaranty	70
Time of Commencing	60
Time Required for Completion, Proposal	Appendix C-2
Tools, Materials, etc., Storing During Suspension	35
Traffic Regulations	46
Transfer of Contract	24
Trenches and Excavations, Protection of	56

U

Use of City Water	53
Use of Sewers Before Completion	54
Utilities, Public, Crossings, etc.	49, 50

V

Valves, Gas and Water	46, 49
-----------------------------	--------

W

Watchman	45
Water, Use of City Supply and Cost of	53
Water Mains and Services	49, 50
Weather Conditions	28, 32
Withdrawal of Bids	6
Work, Abandonment of	33
Work, Acceptance of	70
Work, Access to	26
Work, Cleaning Up During Progress and on Completion	48
Work, Completion of	60

Work, Defective	26
Work, Definition of	21
Work, Extra Claims for	41, 51
Work, Inspection of	26
Work, Interference with, Other	51
Work Location of	72
Work, Maintenance of during construction	59
Work, Order of Procedure	30
Work, Protection of	55
Work, Re-Letting and Sub-Letting	24
Work, Removal of Defective	70
Work, Repairs During Guaranty Period	70

Work, Starting and Completing	60
Work, Sundays and Holidays	27
Work, Progress and Delays	33
Work, Suspending the	32
Work, Time for Doing	27
Work, to be Done	72
Working Season	28
Workmen, Incompetent and Skilled	31
Workmen's Compensation, Liability for Accidents	68
Workmanship, Guarantee of, and Materials	70

APPENDIX

A

Prevailing Wages

This project will utilize Ohio Prevailing Wage Rates.

APPENDIX A

AFFIDAVIT OF COMPLIANCE

PREVAILING WAGES

I _____,
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of the _____
(Company Name)

for all hours worked on the _____
(Project and Location)

project, during the period from _____ to _____
(Project Dates)

are in compliance with Federal prevailing wage requirements.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the Contract is made.

APPENDIX

B

Minority Contract Provisions

APPENDIX B

SECTION 105.06 - MINORITY CONTRACT PROVISIONS; MINORITY
ENTERPRISE UTILIZATION COMMITMENT;

A) The Bidder agrees to expend at least \$ _____ of the Contract if awarded for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members. or in case of publicly owned business, at least 51 per cent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are Negroes, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts, and *Females. Minority business enterprises may be employed as construction sub-contractors or as vendors or suppliers. The Bidder must indicate the minority business enterprise it intends to utilize in this document as follows:

<u>Name/Address of Minority Firm</u>	<u>Nature of Participation</u>	<u>Dollar Value of Participation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: _____ Total _____

Percentage of Minority Enterprise Participation: _____ %

* Females - Businesses which are at least 51 per cent owned by a female, whose managements and daily business operations are controlled by this female; and the female must have working knowledge and/or skills in the services or general types of construction performed by this business.

B) The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.

C) It is the goal of the City that at least 10 percent (10%) of the total of all contracts be expended for a bona fide minority business enterprise.

D) If the 10 percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation by the Service Director. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform sub-contracts or furnish supplies) are unavailable in the market area of the project to enable meeting the 10 percent (10%) minority business enterprise goal.

E) Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best effort" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.

F) In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of the commitment constitutes breach of the Bidder's contract, if awarded.

G) For information regarding the City's Minority Business Enterprise Utilization Requirement, please contact the City of Canton's Compliance Office.

H) The undersigned hereby certifies that he/she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

Name/Title of Authorized Officer

Signature of Authorized Officer

Date

The additional bid requirements are as a result of legislation passed by City Council and are incorporated within the City Code and/or Codified Ordinances of the City of Canton. Detailed copies of these code requirements are available within the City Law Department, 7th Floor, City Hall.

PROJECT: WAYNESBURG DRIVE SE SANITARY SEWER REHABILITATION.
G.P. 1137

LETTER OF ASSURANCE

The _____ company hereby certifies that they will comply with the required goals and timetables pertaining to minority and female participation in all trades. The _____ company agrees to comply with the required 10% minority participation goal.

All bidders, contractors and subcontractors to perform work on _____ are subject to the above stated requirements and agree to comply with all local, state and Federal EEO, MBE, and labor requirements applicable to this project and further agree to complete and/or submit all necessary documents to the City of Canton's Compliance Office prior to the awarding of any contract for this project.

The _____ company also agrees to expend at least 10% of the dollar amount of any contract awarded for this project to Minority Business Enterprises.

Failure to submit this letter of assurance will make the bidder's bid non-valid and failure to comply with the applicable local, state and Federal EEO, MBE and labor requirements are basis for termination of any contract awarded for this project.

Company or Partnership

Federal ID #

President or Other Official Title

Telephone #

Date

(Seal)

Subscribed and sworn to before me, this _____ day of _____, 20 _____.

Notary Public in and for the County of _____

_____, State of _____.

My commission expires on the _____ day of _____, 20 _____.

TO BE FILLED OUT WITH BID

APPENDIX

C

Bidder and Contractor Employment Practices Report

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator
218 Cleveland Avenue SW
Canton, Ohio 44702

I. INSTRUCTIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS			
<input type="checkbox"/> a. Prime Contractor	<input type="checkbox"/> b. Prime Subcontractor	<input type="checkbox"/> c. Supplier	<input type="checkbox"/> d. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT			
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER			
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER			
5. CONTRACTING CITY AGENCY (OR AGENCIES)			
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE DATE			

EVALUATION (level blank)

☐ Compliance

☐ Non-Compliance

☐ Follow-up _____

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees d. All relevant employee organizations including labor unions b. All recruitment sources c. All subcontractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education c. tests b. experience d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE			
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from previous report (if any)											

REMARKS Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

V. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is required.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

APPENDIX D Project Utility Note

While this note has been provided by the City to assist the contractor with utility coordination, it is the sole responsibility of the contractor to coordinate and insure the relocation of modifications to all utilities. The City and State are not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.

Project Utility Note: There may be subsurface and aerial utility relocation due to conflicts with this project. The Contractor will relocate storm utilities, sanitary sewer utilities and water utilities in accordance with the project plans and specifications.

Electric Utilities – AEP has existing overhead transmission lines. Contractor may be working within AEP easements. All precautions must be utilized to avoid contact with the overhead lines.

Telephone Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Cable Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Natural Gas Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Water Utilities – See Plan Sheet 7 of 10 – Utility location does not conflict with the proposed C.I.P.P. work.

Storm Utilities – An existing 48" diameter CMP culvert pipe will be removed and replaced under this contract. See Plan Sheet 8 of 10.

APPENDIX

B

Minority Contract Provisions

APPENDIX B

MINORITY CONTRACT PROVISIONS: MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT

- A. The bidder agrees to expend at least \$ _____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: \$ _____

Percentage of Minority Participation _____ %

- B. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.
- C. It is the goal of the City that at least ten percent (10%) of the total of all contracts be expended for a bona fide minority business enterprises.
- D. If the 10 percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project to enable meeting the 10 percent (10%) minority business enterprise goal.
- E. Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach to comply with such commitment can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best efforts" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.
- F. In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of this commitment constitutes breach of the Bidder's contract, if awarded.
- G. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

Name/Title of Authorized Officer

Signature of Authorized Officer

Date

PROJECT: WEST SIDE INTERCEPTOR REHABILITATION,
G.P. 1138

LETTER OF ASSURANCE

The _____ company hereby certifies that they will comply with the required goals and timetables pertaining to minority and female participation in all trades. The _____ company agrees to comply with the required 10% minority participation goal.

All bidders, contractors and subcontractors to perform work on _____ are subject to the above stated requirements and agree to comply with all local, state and Federal EEO, MBE, and labor requirements applicable to this project and further agree to complete and/or submit all necessary documents to the City of Canton's Compliance Office prior to the awarding of any contract for this project.

The _____ company also agrees to expend at least 10% of the dollar amount of any contract awarded for this project to Minority Business Enterprises.

Failure to submit this letter of assurance will make the bidder's bid non-valid and failure to comply with the applicable local, state and Federal EEO, MBE and labor requirements are basis for termination of any contract awarded for this project.

Company or Partnership

Federal ID #

President or Other Official Title

Telephone #

Date

(Seal)

Subscribed and sworn to before me, this _____ day of _____, 20 _____.

Notary Public in and for the County of _____,
_____, State of _____.
My commission expires on the _____ day of _____,
_____, 20 _____.

TO BE FILLED OUT WITH BID

APPENDIX

C

Bidder and Contractor Employment Practices Report

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator
218 Cleveland Avenue SW
Canton, Ohio 44702

I. INSTRUCTIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS			
<input type="checkbox"/> a. Prime Contractor	<input type="checkbox"/> b. Prime Subcontractor	<input type="checkbox"/> c. Supplier	<input type="checkbox"/> d. Other (Specify)
2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT			
3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER			
4. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICE OF BIDDER			
5. CONTRACTING CITY AGENCY (OR AGENCIES)			
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE DATE			

EVALUATION (level blank)

☐ Compliance

☐ Non-Compliance

☐ Follow-up _____

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees d. All relevant employee organizations including labor unions b. All recruitment sources c. All subcontractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education c. tests b. experience d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES							
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE			
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from previous report (if any)											

REMARKS Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

SIGNATURE _____

TITLE _____

V. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is required.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

APPENDIX D Project Utility Note

While this note has been provided by the City to assist the contractor with utility coordination, it is the sole responsibility of the contractor to coordinate and insure the relocation of modifications to all utilities. The City and State are not responsible for any cost associated with the non-timely relocation or delays caused by utility work or the cost of the relocation work itself.

Project Utility Note: There may be subsurface and aerial utility relocation due to conflicts with this project. The Contractor will relocate storm utilities, sanitary sewer utilities and water utilities in accordance with the project plans and specifications.

Electric Utilites – Utility location does not conflict with the proposed C.I.P.P. work.

Telephone Utilities – Verizon Business/MCI has a fiber optic line that runs parallel to the existing railroad tracks on the west side. Its location does not conflict with the proposed C.I.P.P. work.

Cable Utilities — Utility location does not conflict with the proposed C.I.P.P. work.

Natural Gas Utilities – Utility location does not conflict with the proposed C.I.P.P. work.

Water Utilities — Utility location does not conflict with the proposed C.I.P.P. work.

Storm Utilities – Utility location does not conflict with the proposed C.I.P.P. work.

APPENDIX

E

Cost Proposal

P R O P O S A L

Canton, Ohio, _____ 20 ____

To the Service Director of the City of Canton:

The undersigned, having carefully examined the site of the proposed work, the plans, profiles and standard drawings and specifications therefor, herewith propose to furnish all the labor and materials required for West Side Interceptor Rehabilitation, G.P. 1138 including any and all work and materials that may be necessary to connect the work to be done with the adjoining work, in a proper and workmanlike manner, and in accordance with drawings on file in the office of the City Civil Engineer, and upon the terms and conditions of the within specifications and under the direction of and to the satisfaction of the City Engineer and the Service Director of said City.

The bidder herein agrees that the Service Director has the right to reject any or all bids and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder hereby certifies that the undersigned _____ the only person interested in the bid and the bidder herewith certifies that no officer or employee of the City of Canton is in any manner interested therein. The bidder agrees that should all or either of said bids be accepted, to enter into the prescribed contract within ten (10) days from and after the date of service of notice of such acceptance, for the faithful performance of the labor and furnishing of the materials in such bid or bids so accepted, and to fully complete the said work within 120 calendar days.

The bidder herewith encloses a bond or certified check _____ in the sum of _____ dollars made payable to the Service Director of the City of Canton as guaranty that if awarded the contract for the work included in this proposal, _____ will enter into contract therefor, with sureties satisfactory to the Service Director, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or check shall become the property of said City, as liquidated damages of the failure on the Bidder's part to so contract within specified time.

ADDRESS

RESPECTFULLY SUBMITTED

Bidder

ITEM REF NUMBER	ITEM SPEC NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT COST	TOTAL COST
1	ODOT 624	MOBILIZATION	1	LS		
2	51	BYPASS PUMPING, AS PER PLAN	1	LS		
3	50	CHEMICAL PRESSURE GROUTING, AS DIRECTED BY THE ENGINEER	200	GAL		
4	52	CLEAN 60 INCH DIAMETER SEWER, AS PER PLAN	5400	LF		
5	52	HEAVY SEWER CLEANING 60 INCH DIAMETER - AS DIRECTED BY THE ENGINEER	100	LF		
6	50	60 INCH DIAMETER CIPP SEWER REHABILITATION, AS PER PLAN	5400	LF		
7	54	LATERAL REINSTATEMENT, AS PER PLAN	1	EA		
8	54	MANHOLE REHABILITATION TYPE E, AS PER PLAN	995	SF		
9	54	MANHOLE REHABILITATION TYPE A,B,C, AS PER PLAN	1529	SF		
10	ODOT 659	SEEDING AND MULCHING	1	LS		

Design Liner Thickness Table

CIPP #	1	2	3	4	5	6	7
MH-MH	2 CAN- 12CAN	3CAN- 2CAN	4CAN- 3CAN	5CAN- 4CAN	6CAN- 5CAN	SPEC. STRUCTURE- 6CAN	16CAN- SPEC. STRUCTURE
LENGTH FT.	693	522	671	342	239	30	763
DIA. IN.	60	60	60	60	60	60	60
MODULUS OF ELASTICITY	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS
250,000							
300,000							
400,000							

CIPP #	8	9	10	11			
MH-MH	16CAN- 15CAN	15CAN- 14CAN	14CAN- 13CAN	13CAN- 12C37			
LENGTH FT.	712	640	400	400			
DIA. IN.	60	60	60	60			
MODULUS OF ELASTICITY	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS	LINER THICKNESS			
250,000							
300,000							
400,000							

Specify on the above table the liner thickness and corresponding strength (short term flexural modulus of elasticity) being proposed.

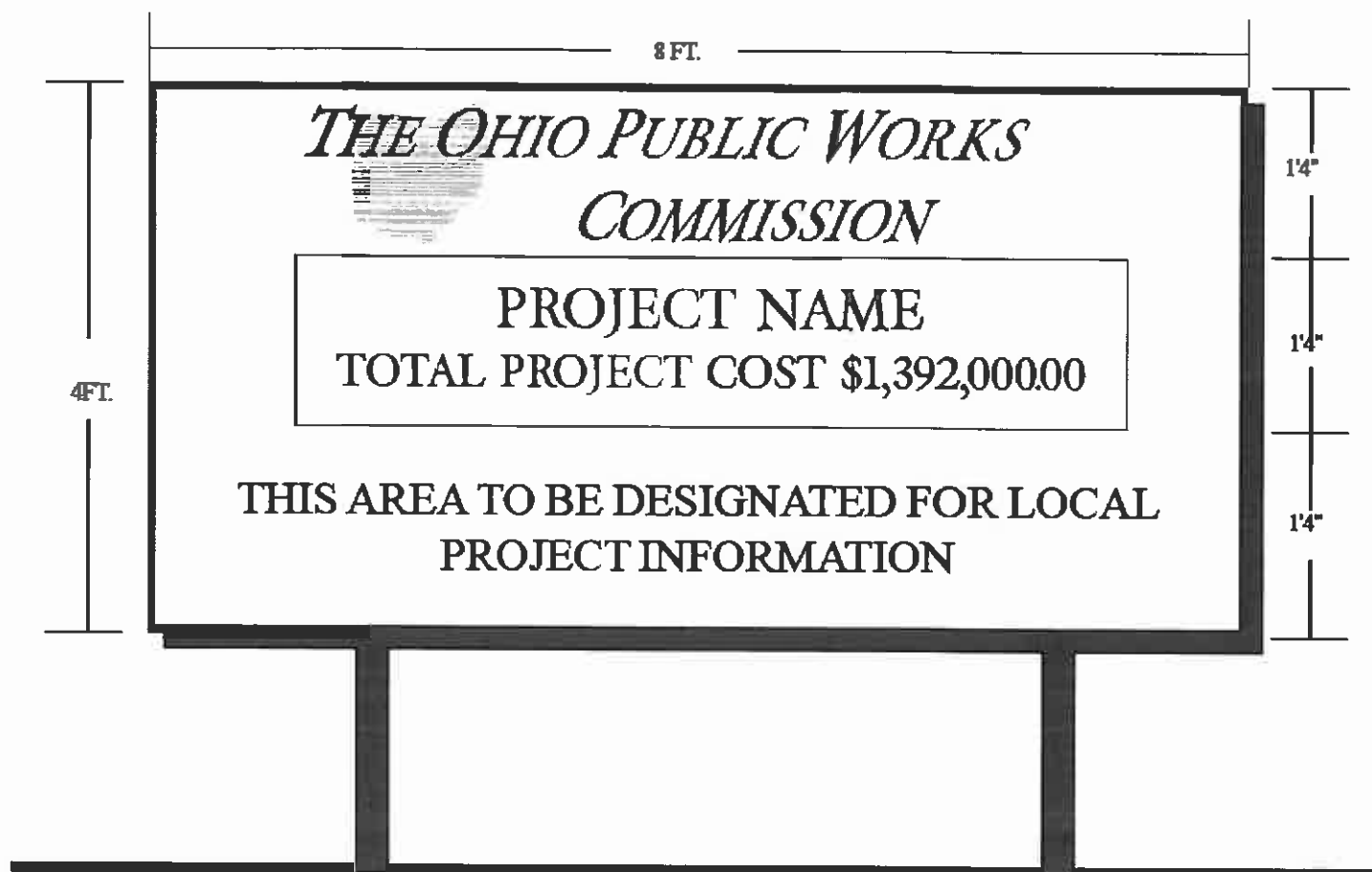
TOTAL BID \$ _____

For informational purposes only, total unit prices will govern.

APPENDIX

F

Project Sign



Scale 1" = 1'

Colors: Dark Blue PMS 548 & Black

Note: State of Ohio Graphic is a 10% Screen of Dark Blue PMS 548